

Notice to Offerors

**Request for Proposals
RFP # 1013500**

**OPERATION AND MAINTENANCE OF THE
OAKS LANDFILL LEACHATE PRETREATMENT FACILITY
AND ANCILLARY SUPPORT INFRASTRUCTURE**

This solicitation may be subject to the County's Wage Requirements law for service contracts. If this solicitation is subject to that law, then the appropriate space will be marked in the box denoting "This is a Services Contract", at the bottom of the next page (page 1). And, in this event, the "Wage Requirements for Services Contract Addendum" (Attachment "G") should be attached.

If this solicitation is subject to the Wage Requirements law (see above explanation), then the "Wage Requirements Certification" and, if applicable, the "501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form" (see Attachment "G"), must be completed and submitted with your proposal. If you fail to submit and complete the required material information on the form(s), your proposal may be unacceptable under County law and may be rejected.

As noted in Attachment "G" (Section A, Wage Requirements Compliance), a contractor required to comply with the Wage Requirements Law must quarterly (January, April, July, and October for the prior quarter) submit certified payroll records for all employees, and any subcontractors, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following for each employee and any subcontractors: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

Please note the information pertaining to the Wage Requirements law is on Attachment "G". Please note for services contracts, you can find the current mandatory wage rate, per hour, payable to employees under Section 11B-33A of the County Code, by going to the website (www.montgomerycountymd.gov), and clicking on "Departments," "General Services," "Office of Procurement," and then "Living Wage." . Also, the Wage Requirements law ("Living Wage") is available at the same website.



REQUEST FOR PROPOSALS
RFP# 1013500
OPERATION AND MAINTENANCE OF THE
OAKS LANDFILL LEACHATE PRETREATMENT FACILITY
AND ANCILLARY SUPPORT INFRASTRUCTURE
December 29, 2011

Montgomery County, Maryland is soliciting proposals for the provision of the above-referenced goods/services as outlined in this document.

One original and four (4) copies of your proposal must be submitted in a sealed envelope/package no later than 3:00PM on January 23, 2012 to the Department of General Services, Office of Procurement, Rockville Center, 255 Rockville Pike, Suite 180, Rockville, Maryland 20850-4166. The sealed proposal package must be clearly marked with the solicitation number, due date, and due time.

There will be an optional pre-submission conference at 1:00 PM on January 9, 2012 at the Oaks Landfill Leachate Pretreatment Facility, 6001 Olney-Laytonsville Road, Laytonsville, MD 20882.

The County will not accept fax proposals or proposals sent via e-mail. All faxed or e-mailed proposals will be returned.

Should you have any questions regarding the technical information or the scope of services contained in this solicitation, please contact: Stephen T. Lezinski, Engineer III of the Department of Environmental Protection, Division of Solid Waste Services at 16101 Frederick Road, Derwood, MD 20855, at 240-777-6590.

Should you have any questions regarding procurement information (i.e., terms and conditions) contained in this solicitation, please contact Robert Norris at 240-777-9926.

(The Office of Procurement will check one of the boxes below to indicate whether this RFP is a services contract, a Construction Contract, or neither)

This is a Services Contract (see Section A, Services Contract):	X
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or

This is a Construction Contract (See Attachment H):	
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or

This is not a Services Contract (disregard Section A, Services Contract) and is not a Construction Contract (disregard Attachment H):	
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Revised 11/11

David E. Dise, Director
Department of General Services

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Montgomery County, Maryland
Acknowledgment Page

ACKNOWLEDGMENT

The offeror must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: _____

Printed Name and Title of
Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the offeror must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The offeror's signature must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

By submitting a proposal under this Solicitation, the Offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

The following provisions are applicable to this solicitation:

ACCEPTANCE TIME

By submitting a proposal under this solicitation, the offeror agrees that Montgomery County has within 120 days after the due date in order to accept the proposal. Montgomery County reserves the right to reject, as unacceptable, any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and the offeror, the acceptance time for the offeror's proposal may be extended.

ACKNOWLEDGMENT

The offeror is to include the signed acknowledgment (Page 4) indicating agreement with all the terms and conditions of the solicitation.

CONTRACT DOCUMENTS

The following documents will be incorporated into the contract resulting from this solicitation:

1. General Conditions of Contract Between County & Contractor.
2. Minority Business Program & Offeror's Representation.
3. Minority-Owned Business Addendum to the General Conditions of Contract Between County & Contractor.
4. Minority, Female, Disabled Person Subcontractor Performance Plan.
5. Offeror's Certification of Cost & Price (for contracts above \$100,000)
6. Wage Requirements for Services Addendum and Wage Requirements Certification
7. All representations and certifications listed in this document.

DETERMINATION OF RESPONSIBILITY

The Offeror has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential offeror must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

An offeror may be requested at any time by the Director, Department of General Services or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of an offeror to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective offeror.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the offeror to perform the contract or provide the goods or services required;
2. The ability of the offeror to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the offeror, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

6. The sufficiency of financial resources of the offeror to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type;
8. A bid bond and the offeror's evidence of ability to furnish a performance bond may be considered evidence of responsibility; and
9. Past debarment by the County or other entity.

JOINT PROCUREMENT

The following entities within Montgomery County must be able to purchase directly from any contract resulting from this Solicitation:

Maryland-National Capital Park & Planning Commission (M-NCPPC)
 Montgomery College (MC)
 Montgomery County Public Schools (MCPS)
 Montgomery County Revenue Authority
 Montgomery County Housing Opportunities Commission (HOC)
 Washington Suburban Sanitary Commission (WSSC)
 Municipalities & Special Tax Districts in Montgomery County

While this solicitation is prepared on behalf of Montgomery County, it is intended to apply for the benefit of the above-named entities as though they were expressly named throughout the document. Each of these entities may purchase from the successful offeror under the same prices and services of the contract with Montgomery County, in accordance with each entity's respective laws and regulations, or an entity may choose not to procure from the successful offeror at the entity's sole discretion. If one of the above-named entities elects to purchase under the contract, the price shall be determined by using unit costs and other pertinent costs that are provided in the offer. Montgomery County shall not be held liable for any costs, payments, or damages incurred by the above jurisdictions.

LATE PROPOSALS

Responses to this Solicitation received after the date and time specified in a solicitation are considered late and may not, under any circumstances, be considered for any award resulting from the solicitation.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the attachment entitled "Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan").

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

OPTIONAL PRE-SUBMISSION CONFERENCE

If a Pre-Submission Conference is held, it is optional, though highly recommended that prospective offerors attend this pre-submission conference. For information regarding the date, time, and place of the conference, please see page 1 of this solicitation.

PAYMENT TERMS

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

The County's payment terms are net thirty (30) days.

PROPOSALS

Sealed proposals are due in the Office of Procurement, 255 Rockville Pike, Suite 180, Rockville MD 20850-4166, for the purchase of supplies, material, equipment and/or services in accordance with the instructions, terms, conditions and specifications and/or scope of services set forth in this solicitation. Proposals must be returned in a sealed envelope, and clearly marked with the RFP number, due date, and time. Proposals received after the time specified will be returned unopened to the offeror. The County will not be responsible for proposals received after the due date, due to premature or late deliveries, postal/courier delays, or opening of a proposal if it is improperly addressed or identified.

PROPOSAL WITHDRAWAL/MODIFICATION

Proposals may be withdrawn or may be modified by the offeror upon receipt of a written request received before the time specified for due date and due time. Requests to withdraw or modify an offeror's proposal received after the solicitation due date and time will not be considered.

PROPRIETARY & CONFIDENTIAL INFORMATION

This is to notify prospective offerors that the County has unlimited data rights regarding proposals submitted in response to its solicitations. Unlimited data rights mean that Montgomery County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by offerors in response to this or any solicitation issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Information Act, State Government Article 10-617, will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position. It is the responsibility of the offeror to clearly identify each part of his/her offer that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words "confidential" or "proprietary." The offeror agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

PROTESTS

All protests made pursuant to this solicitation must be in writing and delivered to the Director, Department of General Services: (a) within ten (10) days after the Director, Department of General Services, publicly posts the proposed award, if the offeror seeks as a remedy the award of the contract or costs under 11B-36(h) of the Montgomery County Code, or (b) before the submission date for proposals, if the offeror seeks as a remedy the cancellation or amendment of the solicitation. Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to Montgomery County Government. The Director, Department of General Services, may return the filing fee to the protesting offeror, if the protest is sustained. The Director, Department of General Services, must dismiss any protest not timely received.

Only an offeror who is "aggrieved" may file a protest. Aggrieved means that the offeror who is filing the protest may be eligible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors or would require that the solicitation be reissued).

Each protest must contain the following: identification of the solicitation; the name, address and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and, all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasion, to support the protest is on the offeror making the protest.

PUBLIC POSTING

It is the responsibility of the offerors to keep informed of the current status of any proposed awardee for contracts in which they are interested as per Section 3.2.2 of the Procurement Regulations.

Of particular importance is the fact that the notice of a decision to make an award will be accomplished by a public posting of the proposed awardee

Information regarding the proposed awardee(s) under this solicitation or any solicitation issued by the Montgomery County Office of Procurement will be posted on Montgomery County's website at:
www.montgomerycountymd.gov/content/DGS/pro/public_awards.asp.

QUALIFICATION OF OFFERORS

Offerors may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's plant, place of business or place where the services are performed to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, an offeror may be required to submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the offeror is capable of satisfying the County's needs and requirements for a specific contract.

QUESTIONS

All technical and nontechnical questions pertaining to this solicitation should be directed to the individuals whose names are indicated on Page 1.

SERVICES CONTRACT (County Code 11B-33A)

Under County law, a solicitation for a contractor to provide services is subject to the Montgomery County Code regarding compliance with certain wage requirements payable to the Contractor's employees. Additional information regarding the County's wage requirements is contained within this solicitation (see the provision entitled "Wage Requirements for Services Contracts Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Wage Requirements Certification"). If Contractor fails to submit and complete the required material information on the Wage Requirements Certification form, its proposal may be deemed unacceptable under County law and may be rejected.

SOLICITATION AMENDMENTS

In the event that an amendment to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed by the amendment. Offerors are responsible for checking the website at http://www.montgomerycountymd.gov/content/DGS/PRO/public_solicitations.asp periodically to remain informed of any solicitation amendments. Offerors must acknowledge receipt of such solicitation amendments, to the place designated, and prior to the hour and date specified in the solicitation (or as amended) for receipt of offers. Offerors may acknowledge solicitation amendments by one of the following:

1. By returning one signed copy of the amendment either with the Offeror's response to the solicitation or by sending a signed copy of the amendment separately to the Office of Procurement.
2. By acknowledging receipt of the amendment on the Acknowledgment (see page 4) submitted.

SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES (continued)

3. By stating that the amendment is acknowledged in a signed letter that refers to the solicitation and amendment numbers.

SOLICITATION PREPARATION EXPENSES

All costs incurred in the preparation and submission of solicitations will be borne by the offeror and shall not be incurred in anticipation of receiving reimbursement from the County.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to an offeror in regard to this solicitation will not be binding on the County. Any information given to an offeror in response to a request will be furnished to all offerors as an amendment to this solicitation, if such information is deemed necessary for the preparation of solicitations, or if the lack of such information would be detrimental to the uninformed offerors. Such amendments only, when issued by the Director, Department of General Services, will be considered as being binding on the County.

END SECTION A - INSTRUCTIONS, CONDITIONS AND NOTICES

SECTION B - GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR**1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION**

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The prevailing wage law (County Code §11B-33C) applies to construction contracts. Specifically, under County law, a County financed construction contract is subject to the Montgomery County Code regarding compliance with the prevailing wage paid to construction workers, as established for the County by the Maryland State Commissioner of Labor and Industry. Additional information regarding the County's prevailing wage requirements is contained within this solicitation/contract (see the provision entitled "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor").

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Department of General Services;
- (10) issue notices to proceed; and

(11) monitor and verify compliance with any MFD Performance Plan.

- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardes/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.

- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3, "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

RFP #1013500

TABLE A. - INSURANCE REQUIREMENTS (See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by Accident (each)	100	100	100	See
Disease (policy limits)	500	500	500	Attachment
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non- owned automobiles)				
Bodily Injury each person	100	250	500	See
each occurrence	300	500	1,000	Attachment
Property Damage each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder
Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

*Professional services contracts only

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RFP #1013500

TABLE B. - INSURANCE REQUIREMENTS
 (See Paragraph #21 Under the General Conditions of Contract
 Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)
 Office of Procurement
 Rockville Center
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850-4166

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22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

31. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

PMMD-45. REVISED 04/01/10

SECTION C - SCOPE OF SERVICES:

A. Intent

It is the intent of the Montgomery County Department of Environmental Protection, Division of Solid Waste Services (DSWS) to enter into contract with one (1) qualified Offeror to provide operation and maintenance services at the Oaks Landfill Leachate Pretreatment Facility. The Leachate Pretreatment Facility is an industrial wastewater (i.e. leachate) pretreatment facility with numerous ancillary support and processing infrastructures. The Oaks Landfill is located in Montgomery County, Maryland at the intersection of Fieldcrest Road and Olney-Laytonsville Road (MD Route 108), about two miles south of Laytonsville, MD.

The Offeror shall be responsible for operation and maintenance of the following facilities and all ancillary support infrastructure at the Oaks Landfill Leachate Pretreatment Facility:

- 1) Leachate Pretreatment Plant
- 2) Oil/Grit Management Facility
- 3) Oil/Grit Liquid Storage Tank and Sump Manhole
- 4) Leachate Force Main and Leachate Pump Stations (not on Site Plan)
- 5) Leachate Storage Lagoons (HDPE Lined)
- 6) Oil/Grit Settlement Chambers (HDPE Lined)
- 7) Leachate Load-Out and Drop-Off Containment Bunker
- 8) Other on-site operations support facilities, equipment and structures
 - a. Including Bobcat skid-steer loader or alternative oil/grit material mixing equipment.
- 9) Other future projects, facilities, equipment and structures at the County's discretion

Refer to Attachment J, Document 1 – Leachate Pretreatment Facility Site Plan for a layout of the primary Facilities and ancillary support infrastructure for operation and maintenance services.

B. Background

The Oaks Landfill Leachate Pretreatment Facility and its ancillary infrastructure (identified in the above referenced Items 1-9) began operations in 1995 and over the years, has had several modifications to expand and improve operations. The Leachate Pretreatment Facility is owned by the Montgomery County, Department of Environmental Protection, Division of Solid Waste Services and has always been operated and maintained under contract, generally with two (2) to three (3) full-time on-site staff.

The Leachate Pretreatment Facility is located on the site of the Oaks Landfill and is used to pre-treat all leachate collected from the Oaks Landfill, oil/grit material and liquid collected from stormwater management structure clean-out operations across the County and any leachate collected from the Gude Landfill. The Oaks Landfill operated from 1982 through 1997, has a fill area covering approximately 170 acres, and received approximately 7,200,000 tons of waste, including incinerator ash during the last two-years of the Landfill's operation.

Leachate generated from the Oaks Landfill is collected using various piping and liner drainage layer systems with gravity flow or force main (approximately 4,400 linear feet) flow to the primary raw leachate collection pump station. Some leachate manholes and landfill gas condensate sumps or clean-outs are manually pumped and transported via tanker container to the Leachate Load-Out and Drop-Off Containment Bunker, which then flows to the primary raw leachate collection pump station. Leachate generated at the Gude Landfill is collected from landfill gas sumps, clean-outs, extraction wells and dewatering sumps, which are transported via tanker container or tanker truck to the Leachate Load-Out and Drop-Off Containment Bunker. The primary raw

leachate collection pump station then pumps the leachate to the leachate storage lagoon area, which contains four (4) HDPE lined lagoons:

- 1) Raw Leachate Storage Lagoon
- 2) Clean Stormwater Storage Lagoons
 - a. #2A (stand-by leachate storage lagoon)
 - b. #2B (stand-by leachate storage lagoon)
- 3) Oil/Grit Dual Settlement Chambers (of the Raw Leachate Storage Lagoon)
- 4) Treated Leachate Storage Lagoon

The primary raw leachate pump station pumps leachate to the Raw Leachate Storage Lagoon for storage, which is then pumped to the Leachate Pretreatment Plant for pretreatment. The Raw Leachate Storage Lagoon has capacity of over 2,000,000 gallons for raw leachate and the liquid level needs to be maintained below the two-foot freeboard threshold of the Lagoon (i.e. operational threshold capacity of the lagoon). Once the leachate is pretreated, it will be pumped to the Treated Leachate Storage Lagoon for final storage prior to hauling off site.

The Clean Stormwater Storage Lagoons (2A and 2B) are used as stand-by leachate storage lagoons and currently only receive and collect precipitation, which does not require pretreatment. These storage lagoons also have a combined storage capacity of over 2,500,000 gallons of liquid. The Clean Stormwater Storage Lagoons are to be kept in reserve and have to be routinely pumped (to maintain the two-foot freeboard threshold) onto the ground surface to the swales surrounding the leachate storage lagoon area.

Liquid generated at the Oil/Grit Management Facility is further processed via an oil/water separator in the Leachate Pretreatment Plant and transferred to the Oil/Grit Dual Settlement Chambers in the Raw Leachate Storage Lagoon prior to pretreatment as leachate. The Dual Settlement Chambers have a combined storage capacity of approximately 80,000 gallons of raw leachate and the liquid level needs to be maintained below the two-foot freeboard threshold.

Following pretreatment at the Leachate Pretreatment Plant, the leachate is pumped to the Treated Leachate Storage Lagoon for storage, which has a capacity of approximately 430,000 gallons and the liquid level needs to be maintained below the two-foot freeboard threshold.

The pretreatment system at the Leachate Pretreatment Plant is a package system and consists of a series of unit treatment processes including pH adjustment, flocculation and clarification, two (2) parallel aerobic bioreactor units with each unit having four cells with submerged fixed media and secondary clarification. An oil/water separation unit pre-treats liquid drained from the Oil/Grit Management Facility. The Leachate Pretreatment Facility is designed to handle an average flow of 30,000 gallons per day of raw leachate containing an organic level of 1,500 milligrams per liter of Biochemical Oxygen Demand (BOD). Leachate management achieved through proper operation and maintenance of the Leachate Pretreatment Facility is mandated by federal (U.S. Environmental Protection Agency) and State (Maryland Department of the Environment) regulations for post-closure care of the Oaks Landfill and Washington Suburban Sanitary Commission (WSSC) industrial discharge pretreatment standards. Oil/Grit material management is required through State (Maryland Department of the Environment) and Local (Montgomery County Department of Environmental Protection) regulations for stormwater management. Refer to Attachment J, Document 2 – Leachate Pretreatment Facility Process Flow Diagram for a layout of liquid and solid material management processes and flows.

The pretreated leachate is pumped from the Treated Leachate Storage Lagoon at the Leachate Load-Out and Drop-Off Containment Bunker and hauled via tanker truck to an approved Washington Suburban Sanitary Commission (WSSC) discharge station located at the Shady Grove County Processing Facility and Transfer Station. Leachate hauling is performed by a separate County Contractor with a tanker truck that holds

approximately 6,000 gallons. The pretreated leachate must meet all industrial discharge requirements outlined in the existing WSSC Discharge Authorization Permit #07741 or future amended permit. Refer to Attachment J, Document 3 – WSSC Discharge Authorization Permit #07741 for a list of applicable WSSC discharge requirements for the pretreated leachate from the Leachate Pretreatment Facility. Refer to Attachment J, Document 4 – WSSC Quarterly Periodic Compliance Report for a list of previous effluent testing results for the pretreated leachate.

The Oil/Grit Management Facility is located adjacent to the Leachate Pretreatment Plant. The Oil/Grit Management Facility includes a concrete receiving pit (sloped concrete containment structure) and processing area for oil/grit material (liquids and solids) that is cleaned out by County Contractor vacuum trucks from stormwater management structures throughout the County. Refer to Attachment J, Document 5 – Standard Operating Procedures for Stormwater (Oil/Grit Material) Vendors that provides the instructions and procedures for coordinating with County DEP's stormwater facility maintenance contractors that will deliver liquid and solid oil/grit material to the Oil/Grit Management Facility. Other infrastructure at the Oil/Grit Management Facility includes: two (2) liquid filtration screens, three (3) liquid/solid settling pits and the Oil/Grit Liquid Storage Tank (21,000 gallon storage capacity) and Sump Manhole (1,000 gallon storage capacity). The receiving pit containment structure allows oil/grit liquids to pass through the filter screens and enter the Sump Manhole which can be directed to the Oil/Grit Liquid Storage Tank for storage or directly to the oil/water separator in the Leachate Pretreatment Plant, which is eventually transferred to the Oil/Grit Dual Settlement Chambers for processing as raw leachate. The remaining oil/grit solids are further solidified with mulch via use of the County-owned Bobcat Skid-Steer Loader to eliminate free liquid. Prior to loading into leak-proof containers, the oil/grit solids must pass the Paint Filter Test. Once properly dewatered and solidified, the oil/grit solids are transported as trash to the County's Processing Facility and Transfer Station.

The Offeror is required to manage all liquids at the Leachate Pretreatment Facility including those liquids that accumulate in the Raw Leachate Storage Lagoon, Treated Leachate Storage Lagoon, Clean Stormwater Storage (stand-by) Lagoons, Oil/Grit Dual Settlement Chambers and Oil/Grit Management Facility (including the Oil/Grit Liquid Storage Tank and Sump Manhole). Additionally, on occasion, wildlife will enter the Leachate Storage Lagoon Area and the Offeror is responsible for removing wildlife that enters the storage lagoons.

The Offeror is required to receive, dewater, routinely clean on-site infrastructure and manage all solids at the Leachate Pretreatment Plant including those solids that accumulate at the Oil/Grit Management Facility (including the receiving pit and sump manhole). The Offeror is responsible for the off-site transport of oil/grit solids as waste to the County Processing Facility and Transfer Station. The Offeror shall provide a Base Operating Fee with and without the oil/grit solid material hauling off-site as the County may elect this to be an optional service. The County reserves the right to self perform or outsource contract the oil/grit solid material hauling.

The Offeror will be required to investigate, scope, subcontract, manage and document the removal of solid materials (e.g. sediment) that accumulate in the Oil/Grit Liquid Storage Tank, Oil/Grit Dual Settlement Chambers and Leachate Storage Lagoons. This work shall be managed by the Offeror outside of the Base Operating Fee as an Additional or Extraordinary Service under the Contract. The following ancillary support infrastructure maintenance and cleaning (power washing, removal of sediment, inspections of liner integrity, management of sediment on-site, transport of solidified waste material off-site, etc.) services shall be implemented by the Offeror:

- 1) Oil/Grit Liquid Storage Tank – Once per year.
- 2) Oil/Grit Dual Settlement Chambers – Every two years.
- 3) Raw Leachate Storage Lagoon – Every five years.

- 4) Treated Leachate Storage Lagoon – Every five years.
- 5) Clean Stormwater Lagoons – Every five years.

C. Work Statement (Scope of Services)

The services required under this Request for Proposals (RFP) are multi-discipline and specific to the operational, maintenance and support engineering needs of a complex wastewater treatment system and related solid waste management practices. The Oaks Landfill Leachate Pretreatment Facility is also governed under numerous Federal, State and Local regulatory requirements, which must be met on a continuous basis.

The Offeror must provide all services necessary for the safe, efficient and regulatory compliant operation and maintenance of the Leachate Pretreatment Facility and ancillary support infrastructure as described in Section A – Intent, Section B – Background listed above and in Section C – Work Statement below as well as any and all tasks and or services that may be identified by the County as part of the leachate pretreatment process. **All operation and maintenance services described in Service Items 1 – 38 or as otherwise specifically noted within the individual Service Items of this RFP shall be covered under the Based Operating Fee, which shall be a fixed monthly service fee as provided by the Offeror.**

- 1) Maintain the Leachate Pretreatment Facility and ancillary support infrastructure and all other work within this RFP to the highest environmental industry standards for, safety and cleanliness including environmental and safety regulations promulgated under the Maryland Occupational Safety and Health Act, and other applicable federal (Environmental Protection Agency), state (Maryland Department of the Environment) and local (Washington Suburban Sanitary Commission, Montgomery County) regulations and as may be amended in the future as well as provisions required under the Storm Water Pollution Prevention Plan for the Oaks Landfill (which is available for review on-site upon Request).
- 2) Development and execution of a health and safety plan in accordance with all applicable laws and regulations for managing this type of facility, including monitoring for the presence of landfill gas using the county provided monitoring equipment, at the pump station. Particular attention should be paid to requirements when working with treatment plant chemicals, the potential for slip and fall injuries and bump injuries within the treatment plant, electrical hazards, and water hazards in the Leachate Storage Lagoon area. The County has purchased site safety equipment, which the Offeror shall have the responsibility of placing in the Leachate Storage Lagoon area. The Offeror shall provide the County a copy of the health and safety plan (and all amendments), which shall be reviewed on an annual basis or more frequently depending on operational changes at the Leachate Pretreatment Facility and ancillary support infrastructure.
- 3) The Offeror shall be responsible for the documented training of all necessary personnel in pollution prevention and safety, routine cleaning of all surfaces, floors and sumps, use of high visibility paints on rails and low hanging overhead pipes, proper labeling and signage in chemical storage and areas with other hazards, and other measures as appropriate. Documentation shall be provided in the Monthly Report.
- 4) Operation and maintenance of the Leachate Pretreatment Facility and ancillary support infrastructure including all labor, engineering support and management, local service provider (e.g. subcontractor) management services so that the pretreated leachate meets WSSC industrial discharge standards under Discharge Authorization Permit #07741 (or future amended permit) and any other applicable Federal, State and Local laws or regulations. The Offeror is responsible for reviewing the WSSC permit requirements and providing the County all required information for the monthly pretreated leachate discharge reports and quarterly periodic compliance reports. The Offeror is also responsible for providing a Monthly Report to the County that documents all Facility and equipment maintenance,

processing flows, chemical usage, leachate lagoon level readings, oil/grit vehicle deliveries and weights (incoming loads), oil/grit container waste hauls and volumes (outgoing loads), oil/grit liquid and solid quantities, diesel fuel usage, Bobcat maintenance and hours, compliance sampling and testing results, leachate hauling tracking, Bio Reactor Tank data, random plant testing, Facility inspection findings and other items as noted below. Refer to Attachment J, Document 6 – Monthly Report for an example report provided to the County by the existing Leachate Pretreatment Facility operation and maintenance Contract.

As background information and to assist with the preparation of the Offeror's Base Operating Fee, refer to Attachment J, Document 7 – Leachate Pretreatment Facility and Oil/Grit Management Facility Operations Data, which provides summary data for leachate processed, leachate hauled and oil/grit material deliveries (vehicles, tons and containers hauled).

- 5) Establishment and adherence to a preventive maintenance schedule for all equipment including but not limited to: pumps, compressors, mixers, meters (including the outside leachate flow meter), influent and effluent lines, splitter box, mixing tanks, slant tubes, emergency back up generator, Bobcat skid-steer loader and any mobile equipment used in accordance with manufacturers' recommendations or industry best management practices approved for use by the County. At the County's request, the Offeror will provide the maintenance schedule and history of maintenance for any given piece of equipment or system at the Leachate Pretreatment Facility. Documentation shall be included in the Monthly Report.
 - a. The preventative maintenance of all external small equipment (valves, hoses, junction boxes, pumps, etc.) not housed in the Leachate Pretreatment Plant Building includes weather protection during inclement weather events and/or winterizing to protect and maintain infrastructure.
- 6) Provision of necessary supplies and materials for the routine operation and maintenance of the Leachate Pretreatment Facility and ancillary support infrastructure including, but not limited to: polymers, process treatment chemicals (caustic soda, sulfuric acid, etc), fuels, oils and lubricants, spare parts, office supplies, electronic equipment (computer, printer/scanner/copier/fax, backup hard drive), and mobile equipment (phone). There is a 2008 County-owned Bobcat skid-steer loader S-185 (or other future equipment that the County purchases for the Oil/Grit Management Facility) at the Leachate Pretreatment Facility, which the Offeror may use; however, the Offeror must perform all required routine and regular use maintenance on this equipment (including the purchase of replacement tires). The Offeror shall provide recommendations to address the eventual replacement of this piece of equipment as well as other equipment in the Additional Services budget discussions. Documentation of supplies and material quantities shall be included in the Monthly Report.
 - a. Specific tasks classified as Additional Services or Extraordinary Services will address other needs of the Leachate Pretreatment Facility and ancillary support infrastructure, which will be handled outside of the Base Operations Fee.
- 7) Operation and maintenance of the primary raw leachate collection pump station, including weekly checks and testing of electrical and mechanical systems and alarm notification equipment, fueling and testing of the backup diesel powered generator and maintaining a record of the test results. The Offeror must develop and submit to the County for review and comment an approved checklist that includes testing each pump in manual mode to confirm its operation, shutting off power to confirm the automatic start-up of the back-up generator, simulating a high water level alarm, and noting any damage or visual indications of wear or potential maintenance problems in the monthly report. The back-up generator must be run continuously for a minimum of one (1) hour each week or such amount of time as recommended by the manufacturer. Documentation shall be included in the Monthly Report.

- 8) Operation and maintenance of the leachate conveyance HDPE force mains along the northwest access road that tie into the primary raw leachate collection pump station. This system was installed in 2006. The operation and maintenance services include, but are not limited to:
- a. Operation and inspection of pump station operations, switching of lead/lag pump operations, testing of the audio failure alarm, excising and testing of valves and other equipment of the system. Maintenance of systems and equipment requiring repair.
 - b. Operation and inspection of the condition and functionality of pump stations, force main piping, control panels, manholes, electrical junction boxes, pumps, floats, etc. for wear and water intrusion. Maintenance of systems and equipment requiring repair.
 - c. Documentation of observations, inspections, operation, maintenance and testing shall be maintained by the Offeror. A list of installed equipment includes: two (2) new HDPE leachate force mains, new HDPE gravity line, two (2) new HDPE manholes, two (2) new HDPE pump station wet wells and valve vaults, two (2) new submersible type dual pump stations, including pumps (60 gpm), hardware, control panels, etc, and electrical lines with multiple junction boxes.

Documentation shall be included in the Monthly Report.

- 9) Weekly inspections of the HDPE Liner and above grade piping of the Raw Leachate, Oil/Grit Duel Settlement Chambers, Clean Stormwater and Treated Leachate Storage Lagoons via visual observation for tears, seam failures, areas of questionable integrity and piping condition. Weekly inspections shall also occur for the Leachate Load-Out and Drop-Off Containment Bunker and Pump, Leachate Detection Manholes, Leachate Storage Lagoon Berms and Fences for condition and integrity. Notify the County Project Manager immediately of any deformations or structural integrity issues with the Storage Lagoons or Berms. Documentation shall be included in the Monthly Report.
- 10) Monitor and record the liquid levels of the Raw Leachate, Clean Stormwater and Treated Leachate Storage Lagoons and Oil/Grit Duel Settlement Chambers, daily using a tape measure recording the distance from the top of liquid to the top of the lagoon liner and using the lagoon design depth to back calculate liquid levels and provide level readings to the County twice per week (on the standard forms to be provided) via e-mail regarding liquid levels in all storage lagoons.
- a. Operational adjustments such as increasing or decreasing the processing rate of the Leachate Pretreatment Facility to address situations where there is too much or too little liquid in storage to assure long-term steady state operations must be noted.
 - b. An estimate of the number of days of future processing based on current storage volumes and current processing flow must also be provided.
 - c. Inventory control and monitoring of the Raw Leachate, Clean Stormwater and Treated Leachate Storage Lagoons and Oil/Grit Duel Settlement Chambers through daily depth checks and recording of the depth of each Leachate Storage Lagoon on a spreadsheet to be included in the monthly report, adjusting Leachate Pretreatment Plant flow to assure that storage facilities do not overflow in wet periods and are not completely depleted during dry periods. Raw Leachate, Clean Stormwater and Treated Leachate Storage Lagoons, and Oil/Grit Duel Settlement Chambers, depth must be managed below the two-foot freeboard threshold.

Documentation shall be included in the Monthly Report.

- 11) Monitor and record the liquid depth in the leak detection manholes of the Raw Leachate, Clean Stormwater and Treated Leachate Storage Lagoons and Oil/Grit Duel Settlement Chambers, daily; pump

the manholes on a monthly basis into the Raw Leachate Storage Lagoon and estimate volumes. Documentation shall be included in the Monthly Report.

- 12) Monitor and record the sediment depth of the Raw Leachate, Clean Stormwater, Treated Leachate Storage Lagoons and the Oil/Grit Dual Settlement Chambers, Liquid Storage Tank and Sump Manhole on a monthly basis through grab sampling, dip sticking or other methods. Documentation shall be included in the Monthly Report.
- 13) Monthly pump out the clean stormwater from the Clean Stormwater Storage Lagoons (#2A and #2B – stand-by leachate storage lagoons), which are currently out of service and were cleaned and tested in accordance with Maryland Department of the Environment (MDE) guidance. Clean storm water can be pumped to an adjacent ground surface and swale. In the event the Clean Stormwater Storage Lagoons are ever put back into service to store leachate, all liquid these lagoons will have to be treated at the Leachate Pretreatment Plant, until such time as it is not needed. The lagoon will need to be drained of all leachate, whether transferred into the Raw Leachate Storage Lagoon or processed by the Leachate Pretreatment Plant; and the lagoon will need to be cleaned and any residual liquid tested for volatile organic compounds, heavy metals, pH, alkalinity, hardness, chloride, specific conductance, nitrate, Chemical Oxygen Demand (COD), turbidity, ammonia, sulfate and Total Dissolved Solids (TDS). Then, the results will need to be provided to the County for submittal to MDE for review and confirmation that the lagoon is clean and rain falling directly into it can be discharged as clean storm water. Documentation shall be included in the Monthly Report.
- 14) Operation and maintenance of the Oil/Grit Management Facility processing, receiving, treatment and disposal program. Offeror responsibilities include, but not limited to the: routine cleaning of the primary and secondary filtration screens in the oil/grit pits to allow free liquids to pass; cleaning out of the oil/grit receiving pit at the end of each work day (as available space for dewatering solidified material exists in the receiving area); maintenance and cleaning of associated manholes, pumps, valves and tanks; authorization, tracking and verifying incoming oil/grit deliveries and tonnage tickets for Oil/Grit Material Vendors (Vendors); processing of oil/grit solid material to remove all free liquid (and passing the paint filter test) by mixing it with mulch; and arranging for the transport of the solidified oil/grit material off-site.

The Offeror must arrange for covered, leak-proof containers and transportation of the oil/grit solid material as waste to the County Processing Facility and Transfer Station (within the Base Operating Fee); however, there will be no charge to the Offeror for disposal of the oil/grit solid material or for receiving the mixing media (i.e. mulch), which will be provided from the County's internal operations to the Leachate Pretreatment Facility at request of the Offeror. The Offeror shall also be responsible for the proper disposal of sludge from the pretreatment process (sludge holding tank) in the same manner as the oil/grit material. Sludge may be mixed with the mulch as needed and combined with the oil/grit material for disposal as waste. Track quantities of sludge prior to mixing with mulch and provide documentation in the Monthly Report. The Offeror is responsible for the off-site transport of oil/grit solids as waste to the County Processing Facility and Transfer Station. The Offeror shall provide a Base Operating Fee with and without the oil/grit solid material hauling off-site as the County may elect this to be an optional service. The County reserves the right to self perform or outsource contract the oil/grit solid material hauling.

- a. The Offeror is responsible for visibly inspecting the solidified material to verify that it has no free liquids as required by the County Processing Facility and Transfer Station refuse disposal permit. In addition, if a vendor delivery of oil/grit material appears suspect and non-compliant during inspection by the Offeror (i.e. it has a strong chemical odor, sewage odor, heavy oily

sheen or some other unusual feature), the Offeror will isolate the oil/grit material load and contact the vendor's main office and the County. If the County and the Offeror decide that the oil/grit material load has unacceptable waste, the vendor must arrange to reload the material into their vehicle at their own cost and take it elsewhere for treatment and disposal.

- b. The Offeror must also maintain communications with the County Processing Facility and Transfer Station Scale House concerning acceptable customers to ensure that deliveries are properly scheduled and to assist in verifying receipt of loads ticketed by the Transfer Station. For complete compliance and implementation protocols, the Offeror shall refer to the Standard Procedures for Stormwater (Oil/Grit) Vendors, which shall be the responsibility of the Offeror. If there are issues with compliance and implementation due to the conduct of the Vendors, the Offeror shall notify the County Project Manager. Supplemental guidance is provided below.
 - i. The standard procedure will be that an Oil/Grit Material Vendor contacts the Offeror and requests permission to deliver an oil/grit material load to the Oil/Grit Management Facility.
 - For known Oil/Grit Material Vendors with a history of bringing in acceptable material, the Offeror will fax the County Processing Facility and Transfer Station Scale House the company name and the expected number of loads to be brought in that day. The Oil/Grit Material Vendor must weigh in at the Transfer Station Scale House and then precede to Oil/Grit Management Facility with applicable weigh slips within a one-hour time frame. If beyond the one-hour time frame, the Vendor shall be directed back to the Transfer Station Scale House to be reweighed.
 - For new Oil/Grit Material Vendors with no history, the Offeror must discuss the source of the material with the Oil/Grit Material Vendor to determine its acceptability, and the Oil/Grit Material Vendor must go to the County Processing Facility and Transfer Station Scale House to establish a tare weight for the empty truck. Assuming the description of the oil/grit material indicates that it is acceptable, the Offeror must closely inspect representative oil/grit loads to confirm their acceptability. The Offeror shall keep detailed records to document communications with Oil/Grit Material Vendors regarding the source of material and its acceptability. If unacceptable material from a new vendor corrupts the biological media of the Leachate Pretreatment Plant or reaches the Processing Facility and Transfer Station during disposal of oil/grit solid material, the disposal and management fee may be charged back to the Offeror at the discretion of the County.
 - The Offeror must schedule the receipt of oil/grit deliveries, be present at the site to receive them and keep detailed records of deliveries received from Oil/Grit Material Vendors. The Offeror shall not and must not accept any oil/grit material load without a ticket from the County Processing Facility and Transfer Station.

Documentation shall be included in the Monthly Report.

- 15) Since the Leachate Pretreatment Facility has neither a sewer connection nor a septic tank, there is an on-site sewage holding tank, which the Offeror must arrange to have pumped approximately every two (2) weeks or as necessary by a scavenger company licensed to pump and haul sewage. Documentation shall be included in the Monthly Report.

- 16) Provide for a County approved Maryland certified laboratory to analyze samples of raw and pretreated leachate as well as samples at intermediate process locations for a full range of parameters as necessary to monitor operation of the Leachate Pretreatment Facility and meet all the sampling requirements of the WSSC Discharge Authorization Permit and any other applicable Federal, State and Local laws or regulations. In addition, the Offeror must maintain a small on-site laboratory for performing basic water quality tests such as pH, Chemical Oxygen Demand (COD) and Dissolved Oxygen (DO) as well as portable DO and pH field equipment. The existing on-site analytical equipment will be available, which the Offeror is responsible for maintaining and providing equipment and supplies. Documentation shall be included in the Monthly Report.
- 17) The Offeror must collect a grab sample from the Treated Leachate Storage Lagoon twice per week on Tuesday and Thursday mornings, which must occur at 6:00 AM (prior to any Leachate Hauling) for the purpose of conducting an internal Chemical Oxygen Demand (COD) pre-test. The COD pre-test typically takes two (2) hours to perform and confirms that pretreated leachate is within WSSC discharge permit parameter limits. If the results exceed the WSSC discharge permit parameter limit or are approaching the discharge permit parameter limit for COD, the Offeror must immediately contact the County Project Manager and Leachate Hauling Contractor to delay all hauling of leachate until the issue is resolved. Assuming COD pre-test results meet discharge permit parameter limits, leachate hauling may proceed. Documentation shall be included in the Monthly Report. Coordination with the Leachate Hauling Contractor and County Project Manager, when applicable during days of hauling, at approximately 8:00 AM regarding the results of the COD internal pre-test, must be performed to assure that treated leachate meets all WSSC permit standards before being discharged.
- 18) Monitor odors through a daily walk around of the entire Leachate Pretreatment Facility and ancillary support infrastructure areas and at the Zion Road entrance to the Oaks Landfills, and to the extent feasible, adjust operations to control odors as required. Should the control of odor not be feasible utilizing standard operational procedures, the Offeror must notify the County within 8-hours of the last known action used to control the odor. Such notification must include a telephone and written notification as well as the steps taken to control the odor. Documentation shall be included in the Monthly Report.
- 19) The Offeror must provide to the County with a Monthly Report to document at minimum, but not limited to: monthly laboratory analyses; volumes of influent raw leachate received and influent leachate pretreated; oil/grit material loads received with company name, weights, etc.; leachate tanker truck loaders incoming or outgoing; COD pre-test results; monthly operations and maintenance activities for all facilities, systems, equipments, etc., including recordation of leachate storage lagoon water levels and water levels in the leak detection manholes, flow meter readings from the pump stations, and flow meter readings or flow calculations based on pump run cycles, etc. as needed to monitor the flow of liquid from the different operational areas of the Leachate Pretreatment Facility; hour meters on the pumps at the pump stations; and volume of leachate hauled from the site. The Offeror must also collect monthly sampling data as required by the WSSC permit, and prepare quarterly reports including all analytical tests required by the WSSC permit for submittal to WSSC via the County contract administrator. At the beginning of the Contract, the Offeror must prepare a sample report for review by the County for review with respect to format and ease of use.
- 20) The offeror must prepare documentation for the monthly and quarterly compliance reports for the County for submission to WSSC in accordance with the permit requirements. Reports must be submitted to the County for review on the following interval:
 - a. Development of a monthly and quarterly sampling schedule with coordination with WSSC at the end of each calendar year of the Contract for the upcoming year.

- b. WSSC Quarterly Report Information – due to the County the first day of the month that the report is due (e.g. Report due to County on October 1; due to WSSC on October 7). Close coordination with the Offeror's analytical laboratory will be required. The Offeror is responsible for any fines or additional costs incurred, such as costs for additional sampling and rush analyses, as a result of late delivery of reports to the County.
- c. WSSC Monthly Report Information – due to the County on the third day of the month that the report is due (e.g. Report due to County on October 3; due to WSSC on October 10). Close coordination with tracking leachate hauling volumes and with the Leachate Hauling Contractor will be required.

Documentation shall be included in the Monthly Report.

- 21) Perform maintenance of the building that houses the Leachate Pretreatment Plant and metal railings, filter screens, etc. of the Oil/Grit Management Facility, including, but not limited to, maintenance of: all plumbing and electrical systems; interior and exterior lighting; interior and exterior painting; siding and panel repairs; roofing and gutters; heating, ventilation and air-conditioning; doors, locks and windows; and other components of the structure and ancillary equipment.
 - a. The Offeror will be required to return the Leachate Pretreatment Facility and ancillary support infrastructure back to the County in complete working condition, with all equipment and system maintenance current and no immediate repairs required. The Building must be clean and in the same condition as when the Offeror began operation under this Contract.

Documentation shall be included in the Monthly Report.

- 22) Check all external and internal flow meters daily and record their readings. Documentation shall be included in the Monthly Report.
- 23) Check the hour meters on the pumps and record the number of hours shown noted on the meters. If there is no change in the hour meter reading for one or both of the pumps, test the pump(s) in manual mode to verify that it is operational. Documentation shall be included in the Monthly Report.
- 24) Testing of all internal and external pipeline valves on a routine and monthly basis to verify their operation and exercise moving parts. In some cases a temporary block or cap may need to be put in place to enable a valve to be tested. Application of grease or other maintenance fluid shall be applied to maintain the infrastructure. Documentation shall be included in the Monthly Report.
- 25) Mechanical testing of all leachate pumps that pump raw leachate from the landfill within the HDPE force main (n.w. access road) to the primary raw leachate pump station; from the primary raw leachate pump station to the leachate storage lagoons; and from the Leachate Pretreatment Plant out to the leachate storage lagoons at least one (1) time per week by operating these pumps in the manual mode and recording the testing results. Documentation shall be included in the Monthly Report.
- 26) Test and operate the mobile 150 gpm and 500 gpm Godwin pumps on a monthly basis, or more frequently, and provide required maintenance as recommended by the manufacturer. Documentation shall be included in the Monthly Report.
- 27) Maintain detailed operations documentation of all maintenance on equipment and systems; maintain current manuals for all equipment, electrical and mechanical systems, valving, and computer systems supporting the Leachate Pretreatment Facility and ancillary support infrastructure. Keep an inventory of all on-site equipment, tools, spare parts and manufacturer's documentation, purchase orders and warranties.

- a. The Offeror shall create, update and maintain a detailed equipment and tools inventory with information on: equipment ID, purchasing, maintenance, and where applicable, specific use.
- b. The Offeror must create, update and maintain a supplies inventory for all physical or chemical agents used in the pretreatment processes or lab.
- c. All parts, software and equipment purchased must list the County as the owner on associated warranties. In the event a claim under a warranty is necessary, the Offeror will work with the County to file the appropriate claim.
- d. Currently available operations and maintenance information will be provided to the Offeror at the beginning of the Contract. Complete documentation for the operation and maintenance of the Leachate Pretreatment Facility and ancillary support infrastructure must be provided to the County at the end of the Contract.

Documentation shall be included in the Monthly Report.

- 28) Prepare documentation and maintain records of the operation and maintenance, monitoring, inspection, leachate hauling, and testing of the Leachate Pretreatment Facility and ancillary support infrastructure, in accordance with applicable Federal, State and Locals laws and regulations, the Oaks Landfill Post-Closure Care Plan, the Oaks Landfill Storm Water Pollution Prevention Plan and the WSSC Discharge Authorization Permit. Documentation shall be included in the Monthly Report.
- 29) Check the Auto Dialers at the pump stations and Leachate Pretreatment Facility daily to confirm that pagers or cell phones of Offeror staff located at the Leachate Pretreatment Facility are contacted when an alarm condition exists. Documentation shall be included in the Monthly Report.
- 30) Conduct monthly inspections of the Leachate Load-Out and Drop-Off Pump at the Oaks Landfill and approved WSSC Discharge Station at the County Processing Facility and Transfer Station to observe operational conditions and recommend any infrastructure improvements. Documentation shall be included in the Monthly Report.
- 31) Conduct two (2) random observations per month of the County's Leachate Hauling Contractor during leachate truck tanker filling to confirm load level (6,000 gallons). Observation of leachate tanker truck discharge at the County Processing Facility and Transfer Station may also be required at the discretion of the County. The Offeror shall report any suspect or non-compliant activity to the County immediately. Documentation shall be included in the Monthly Report.
- 32) The Offeror must notify the County and the Washington Suburban Sanitary Commission (WSSC) by telephone, as required by the WSSC Discharge Authorization Permit, with a follow-up e-mail if an accidental discharge occurs or if laboratory analysis for any constituent required to be sampled by the Discharge Authorization Permit exceeds the concentration established in the Discharge Authorization Permit no later than twenty-four (24) hours after receiving test results that indicate an effluent limit designated in the permit has been exceeded. With respect to other types of potential permit violations, the Offeror must notify the County and WSSC upon collecting information or observing a condition obtained through self-monitoring that indicates a permit condition may have been violated.
 - a. If such an event as described occurs, the Offeror, must provide a written explanation to the County within twenty-four (24) hours why such an event occurred.

Documentation shall be included in the Monthly Report to indicate if such activities occurred or did not occur.

33) The Offeror must staff the Leachate Pretreatment Facility and ancillary support infrastructure forty (40) hours per week with two (2) qualified staff personnel (Lead Operator and Support Operator) and provide 24-hour per day, 7 days per week on-call service to respond to system failures triggering an alarm notification. The Offeror must also provide a project manager, a back-up project manager and engineering support staff to provide operational and maintenance assistance for Leachate Pretreatment Facility and ancillary support infrastructure. The Offeror shall also make the best effort to provide qualified local service providers (in Montgomery County) for the disciplines of electrical, mechanical, structural, heat ventilation and air conditioning, plumbing, HDPE liner repairs, stormwater structure cleaning, etc. The Offeror shall also make provisions to its on-site staff at the Leachate Pretreatment Facility for the efficient and timely ordering and purchase of supplies, equipment, etc. to comply with the Scope of Services of this RFP. Further information regarding Offeror Staffing is provided below:

a) On-Site Staff

- i. Lead Operator – Shall maintain current Industrial Wastewater Certifications (I-6 and I-7) through the Maryland Board of Waterworks and Waste Systems Operators that is governed under the Maryland Department of the Environment. The required experience level for the lead operator is 5-10 years of experience with biological, chemical and physical wastewater treatment processes and facility operations. Experience with pretreating landfill leachate, and Montgomery County and Maryland laws and regulations are preferred.
- ii. Support Operator – Shall maintain entry-level to 5 years of experience in wastewater treatment processes, facility operations and Bobcat type equipment operations. Previous Support Operators have been provided by former Offerors through a staffing agency (e.g. Aerotek), to assist with meeting the MBE requirement of the contract; however, it is the Offerors responsibility to provide the best suited staffing.
- iii. Operational Hours – The hours of operation for the Leachate Pretreatment Plant and ancillary support infrastructure including the Oil/Grit Management Facility is 8:00 AM to 5:00 PM, Monday through Friday. The Offeror shall plan on 260 work days per year. Occasional weekend shifts, up to ten (10) additional work days per year shall be included in the Offerors operational hours. The Offeror has the option to stagger shifts; however, both operators must be on-site a total of 8-hours per day. Documentation of On-site Staff time shall be included in the Monthly Report.

b) Offeror Management Staff Requirements

- i. Project Manager and Back-up Project Manager – Shall maintain experience with biological, chemical and physical wastewater treatment processes and facility operations and supervising operations staff. Experience with preparing Task Authorization proposals, local service provider agreements and managing operational improvement projects is preferred. The Offeror shall plan and moderate six (6) progress meetings per year (e.g. every two months) to update the County on the operation and maintenance of the Leachate Pretreatment Facility and ancillary support infrastructure.

Staff time for the Lead Operator, Support Offeror and Project/Assistant Project Manager shall be included in the Base Operations Fee. These Staff shall not be changed by the Offeror without written justification to the County and County approval. Documentation shall be included in the Monthly Report of staff time.

c) Offeror Technical Staff Requirements

- i. Engineering Support – Staff shall be capable of providing operation, process, treatment, electrical/mechanical/structural engineering support.
- ii. Local Service Providers – For on-site technical services, the Offeror shall identify and establish relationships with capable and qualified local service providers in the

disciplines of electrical, mechanical, structural, heat ventilation and air conditioning, plumbing, HDPE liner repairs, stormwater structure cleaning and other specialty maintenance services within sixty (60) days of Contract signature with the County. To the extent feasible, on-call local service providers shall be located within a one (1) hour radius of the Leachate Pretreatment Facility. Service providers located in proximity to or within Montgomery County are preferred. The Offeror shall provide a list of potential local service providers with the RFP submission.

34) Typical Additional or Extraordinary Services – services required by the County that are outside of the operation and maintenance of the Leachate Pretreatment Facility and ancillary support infrastructure (as identified in this RFP) will be provided under distinct Task Authorizations and agreed to by the Offeror and County. The Task Authorizations will be classified under the Additional and Extraordinary Services of the Contract and will be considered out of scope of the fixed monthly Base Operating Fee. The Offeror will be required to investigate, scope, subcontract, manage and document the removal of solid materials (e.g. sediment) that accumulate in the Oil/Grit Liquid Storage Tank, Oil/Grit Duel Settlement Chambers and Leachate Storage Lagoons. This work shall be managed by the Offeror outside of the Base Operating Fee as an Additional or Extraordinary Service under the Contract. The following ancillary support infrastructure maintenance and cleaning (power washing, removal of sediment, inspections of liner integrity, management of sediment on-site, transport of solidified waste material off-site, etc.) services shall be implemented by the Offeror:

- a. Oil/Grit Liquid Storage Tank – Once per year.
- b. Oil/Grit Duel Settlement Chambers – Every two years.
- c. Raw Leachate Storage Lagoon – Every five years.
- d. Treated Leachate Storage Lagoon – Every five years.
- e. Clean Stormwater Lagoons – Every five years.

Documentation shall be included in the Monthly Report and separate Task Authorization Reports as required by the County.

35) Provide emergency services as necessary using portable pumps, piping and other equipment, supplies or back-up generators in the event of a complete failure of the pump station, a pipeline failure or other events requiring immediate control and remediation to maintain operations of the Leachate Pretreatment Facility and ancillary support infrastructure. The hours of operation for the Leachate Pretreatment Plant and ancillary support infrastructure including the Oil/Grit Management Facility is 8:00 AM to 5:00 PM, Monday through Friday. The Offeror shall plan on 260 work days per year. Occasional weekend shifts, up to ten (10) additional work days per year shall be included in the Offerors operational hours.

- a. If within normal work hours of the Leachate Pretreatment Facility and ancillary support infrastructure, the above referenced emergency services are to be included within the Base Operating Fee.
- b. If outside of normal work hours of the Leachate Pretreatment Facility and ancillary support infrastructure, the above referenced emergency services shall be considered as an Additional or Extraordinary Service.

Documentation shall be included in the Monthly Report.

36) The Offeror shall coordinate with and provide operational data (upon request) to the following entities for the following activities to fulfill the Scope of Services requirements of this RFP:

- a. County Division of Solid Waste Services (DSWS) – day-to-day operation and maintenance of the Leachate Pretreatment Facility and ancillary support infrastructure and all project-related correspondence.
- b. County Processing Facility and Transfer Station Scale House Staff (DSWS) – day-to-day communication and faxes to authorize Oil/Grit Material Vendors to deliver loads to the Oil/Grit Management Facility.
- c. County Department of Environmental Protection (DEP) – occasional communication regarding the Oil/Grit Material Vendors that deliver loads to the Oil/Grit Management Facility.
- d. Washington Suburban Sanitary Commission (WSSC) – on-going communication as needed regarding Leachate Pretreatment Facility site visits, sampling, inspections, permit conditions, reporting by the County, etc.
- e. Maryland Department of the Environment (MDE) – on-going communication as needed information regarding site visits, inspections, permit conditions, reporting by the County, etc.
- f. Leachate Hauling Contractor – day-to-day communication in conjunction with the County Project Manager, coordinate and track information with the Leachate Hauling Contractor to maintain inventory control. The Offeror will be required to track daily leachate hauling loads by the Leachate Hauling Contractor, whom will contact via phone or email during each haul.
- g. Oaks Landfill Security Guard – day-to-day communication as needed to maintain safe and controlled operations at the Oaks Landfill, which will mainly involve opening and closing (e.g. locking) of the Landfills gates.
- h. Other entities are identified by the County.

Documentation shall be included in the Monthly Report.

- 37) Prepare documentation concerning any issues the Offeror wishes to discuss with the County such as quotations for the repair or replacement of equipment and attend monthly progress meetings with the County.
- 38) The Offeror shall be responsible for meeting with the County, entities identified in this Scope of Services or other entities identified by the County in the future when requested at no additional expense to the County. Documentation shall be included in the Monthly Report.

C. Work Statement Requests

- 1) The County will provide work statement requests in the form of Task Authorizations for Additional and Extraordinary Services.
- 2) The Offeror shall provide a Scope of Services, schedule and price to complete the Task Authorization. The labor rates within this RFP shall be used at the basis for determining billing rates for staff.
- 3) The Contract Administrator or designee shall have the authority to order changes to Task Authorizations (e.g. Operational Field Orders) when unforeseen and unanticipated conditions arise which require immediate action to mitigate costs or avoid delay claims, and there is insufficient time to process a change order.

D. County Responsibility

- 1) The County will provide the Contractor with available information and historic records to assist the Contractor in becoming familiar with the Leachate Pretreatment Facility and ancillary support infrastructure.

- 2) The County will maintain the gravel site roads at the Oaks Landfill including the access driveway and parking area at the Leachate Pretreatment Facility.
- 3) The County will provide snow plowing services in the winter to assure access to the Leachate Pretreatment Facility.
- 4) The County will pay for the electricity bills for power used to run the Leachate Pretreatment Facility.
- 5) The County will designate a Project Manager to be the principal point of contact between the County and the Offeror on matters related to a Contract resulting from this RFP. The Project Manager represents the Contract Administrator for items of the scope of services and other task authorizations and will be responsible for approving work and recommending approval for payments for work performed.

E. Contractor Responsibility

- 1) The Contractor (i.e. Offeror) must perform all duties and services outlined in the RFP and associated Work Statement (i.e. Scope of Services). The Contractor will be the only presence at the Leachate Pretreatment Facility and must accept complete responsibility for all actions necessary for the responsible operation and maintenance of the Leachate Pretreatment Facility and ancillary support infrastructure.
- 2) The Contractor, prior to issuance of a Notice to Proceed, will designate a Project Manager who shall be the principal point of contact between the Contractor and County; and the County's Project Manager. The Contractor's Project Manager shall be responsible for coordinating and obtaining required actions by the County and transmitting this information to the County's Project Manager.
- 3) The Contractor must provide a team of qualified staff to perform the work of the RFP and each Task Authorization as required. Staff members must not be replaced without request to and prior approval by the County Project Manager.
- 4) The Contractor must work directly with the County relative to coordination and management of the day-to-day operation and maintenance services of the RFP. The Contractor must provide a high degree of day-to-day operational, maintenance, project management and internal quality control review to assure regulatory compliant operations at the Leachate Pretreatment Facility and ancillary support infrastructure and of all draft and final products prior to delivery to the County.
- 5) The Contractor shall initiate Contract, Additional and Extraordinary Service work within five (5) calendar days after the date of the Notice to Proceed for such work, unless otherwise designated. The Contractor must complete the services within the schedule outlined in the task authorizations. The County may assess liquidated damages if when actual operational, regulatory or other related costs will be incurred by the County beyond the established delivery date. Liquidated damages, when applicable, will be identified in the task authorization Notice-to-Proceed.
- 6) The Contractor shall not commence any service for any services or task authorizations until the Office of Procurement has executed a purchase order for service work and until the Division of Solid Waste Services issues a Notice to Proceed.

F. Contractor Qualifications

- 1) The Contractor (i.e. Offeror) must be experienced in the operation, maintenance and effluent discharge permitting of industrial wastewater and/or leachate treatment facilities as presented in Section C, Background/Intent and Work Statement articles of this RFP.
- 2) The Contractor must provide qualified operators that meet all applicable treatment plant operator licensing and certification requirements for biological, chemical and physical wastewater treatment processes and facility operations at the Leachate Pretreatment Facility and ancillary support infrastructure. Specific Contractor staff requirements are provided below. The Contractor shall provide a clear statement in their Proposal attesting to these requirements.

- a. Lead Operator – Shall maintain current Industrial Wastewater Certifications (I-6 and I-7) through the Maryland Board of Waterworks and Waste Systems Operators that is governed under the Maryland Department of the Environment. The required experience level for the lead operator is 5-10 years of experience with biological, chemical and physical wastewater treatment processes and facility operations. Experience with pretreating landfill leachate, and Montgomery County and Maryland laws and regulations are preferred.
- b. Support Operator – Shall maintain entry-level to 5 years of experience in wastewater treatment processes, facility operations and Bobcat type equipment operations. Previous Support Operators have been provided by former Contractors through a staffing agency (e.g. Aerotek), to assist with meeting the MBE requirement of the contract; however, it is the Contractors responsibility to provide the best suited staffing.
- c. Project Manager and Back-up Project Manager – Shall maintain experience with biological, chemical and physical wastewater treatment processes and facility operations and supervising operations staff. Experience with preparing Task Authorization proposals, local service provider agreements and managing operational improvement projects is preferred. The Contractor shall plan and moderate six (6) progress meetings per year (e.g. every two months) to update the County on the operation and maintenance of the Leachate Pretreatment Facility and ancillary support infrastructure.
- d. Engineering Support – Staff must be capable of providing operation, process, treatment, electrical/mechanical/structural engineering support.
- e. Local Service Providers – For on-site technical services, the Offeror shall identify and establish relationships with capable and qualified local service providers in the disciplines of electrical, mechanical, structural, heat ventilation and air conditioning, plumbing, HDPE liner repairs, stormwater structure cleaning and other specialty maintenance services within sixty (60) days of Contract signature with the County. To the extent feasible, on-call local service providers shall be located within a one (1) hour radius of the Leachate Pretreatment Facility. Service providers located in proximity to or within Montgomery County are preferred. The Offeror shall provide a list of potential local service providers with the RFP submission.

G. Reports

- 1) The Contractor (i.e. Offeror) must provide to the County with a Monthly Report to document at a minimum: monthly laboratory analyses; volumes of influent raw leachate received and influent leachate pretreated; oil/grit material loads received with company name, weights, etc.; leachate tanker truck loaders incoming or outgoing; COD pre-test results; monthly operations and maintenance activities for all facilities, systems, equipments, etc., including recordation of leachate storage lagoon water levels and water levels in the leak detection manholes, flow meter readings from the pump stations, and flow meter readings or flow calculations based on pump run cycles, etc. as needed to monitor the flow of liquid from the different operational areas of the Leachate Pretreatment Facility; hour meters on the pumps at the pump stations; and volume of leachate hauled from the site. The Contractor must also collect monthly sampling data as required by the WSSC permit, and prepare quarterly reports including all analytical tests required by the WSSC permit for submittal to WSSC via the County contract administrator. At the beginning of the Contract, the Contractor must prepare a sample report to the County for review with respect to format and ease of use.

Prepare documentation for the monthly and quarterly compliance reports for the County for submission to WSSC in accordance with the permit requirements. Reports must be submitted to the County for review on the following interval:

- a. Development of a monthly and quarterly sampling schedule with coordination with WSSC at the end of each calendar year of the Contract for the upcoming year.
- b. WSSC Quarterly Report Information – due to the County the first day of the month that the report is due (e.g. Report due to County on October 1; due to WSSC on October 7). Close coordination with the Contractor's analytical laboratory will be required. The Contractor is responsible for any fines or additional costs incurred, such as costs for additional sampling and rush analyses, as a result of late delivery of reports to the County.
- c. WSSC Monthly Report Information – due to the County on the third day of the month that the report is due (e.g. Report due to County on October 3; due to WSSC on October 10). Close coordination with tracking leachate hauling volumes and with the Leachate Hauling Contractor will be required.

A mutually agreed upon format and structure for all Reports will be created by the County and Contractor Project Manager.

- 2) Invoices – Invoices for the Contract must be submitted monthly for payment of completed work associated with the Contract and must be submitted to the County by the tenth day of each month for the previous month's services. Invoices shall include:
 - a. The total amount invoiced with a summary description of the services for that month including services outside the Base Operating Fee. Invoices are to be sent, in a format to be agreed on, to:

Montgomery County Government
Division of Solid Waste Services
16101 Frederick Road
Derwood, MD 20855
Attention: Mr. Stephen T. Lezinski

- 3) Ownership of Documents – This article supplements Section B, Article 9, Documents, Materials and Data, of the General Conditions. By this Contract, the Contractor vests in the County title to all correspondence, reports, data, descriptions, procedures, calculations, compilations, drawings, sketches, and all other data or work items prepared or generated by the Contractor and any and all local service providers under this Contract. This material shall be made available to the Contract Administrator immediately upon request. The County retains the right to require originals, reproduces, prints, and/or copies of this material to suit its needs and purpose and to distribute this material to any agency, firm and/or individual. The County also reserves the right to revise, modify and/or update this material; or to have this material revised, modified and/or updated by another agency, firm or individual in order to suit the needs of the County without conferring with or obtaining the approval of the Contractor. In the event that the County revises, modifies and/or updates this material; or has this material revised, modified and/or updated by another agency, firm or individual; or uses this material beyond the level contemplated in this Contract without the final approval of the Contractor, the County shall indemnify and hold harmless the Contractor from all claims, damages, losses and expenses including attorney's fees, and it is understood that there shall be no liability or legal exposure of the Contractor resulting from the use of these materials or any other materials affected by the revisions, modifications, updating and/or extended use.
- 4) Publication or Release of Data – The Contractor must not publish or release any data, tentative conclusions, drawings, reports, correspondence, descriptions, procedures, calculations, compilations,

sketches or other information relative to this Contract, without the prior written approval of the County's Project Manager. This section supersedes provision 9 of the General Conditions of Contract between County and Contractor.

SECTION D - PERFORMANCE PERIOD

1. TERM

The effective date of this Contract begins upon signature by the Director, Department of General Services. The term of the Contract ends after a three (3) year period from the effective date. The anticipated effective date of the Contract will be on or about March 10, 2012. The period in which the Contractor (i.e. Offeror) must perform all work under the Contract begins upon the County's issuance of a Notice to Proceed. The Contractor must also perform all work in accordance with time periods stated in the Scope of Services of this Contract, Task Authorizations and Field Orders.

Before the Contract term for performance ends, the Director at his/her sole option may (but is not required to) renew the term. Contractor's satisfactory performance does not guarantee a renewal of the term. The Director may exercise this option to renew this term 2 times for 1 year each.

Any Contract work, Task Authorization or Field Order placed prior to, but not completed by the expiration date of this Contract, will be completed by the Contractor with all compensation and provisions of the Contract still in force and effect until completion; pursuant to the Montgomery County Procurement Regulations, Section 11.1.2.1. Any Contract work, Task Authorization or Field Order that would exceed twelve months beyond the contract expiration date must have the approval of the Contract Review Committee prior to distribution of the Scope of Services to the Contractor.

2. PRICE ADJUSTMENTS

Prices quoted by the Contractor (i.e. Offeror) in the Payment Schedule and Labor Rate Evaluation Tables are firm for a period of two (2) years after execution of the contract. Any request for a price adjustment, after this two-year period is subject to the following:

- Approval or rejection by the Director, Department of General Services or designee
- Submitted in writing to the Director, Department of General Services and accompanied by supporting documentation justifying the Contractor's request. The Contractor's request shall be first provided to the County's Project Manager with supporting documentation. The County's Project Manager will review the documentation, provide comments as necessary and transmit the Contractor's request to the Director, Department of General Services. A request for any price adjustment may not be approved unless the Contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services under the contract.
- Submitted sixty (60) days prior to contract expiration date, if the contract is being amended.
- May not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.
- The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- Should be effective sixty (60) days from the date of receipt of the Contractor's request.
- Executed by written contract amendment.

SECTION E - METHOD OF AWARD/EVALUATION CRITERIA**1. PROCEDURES**

- a. Upon receipt of proposals, the Qualification and Selection Committee (QSC) will review and evaluate all proposals in accordance with the evaluation criteria listed below under Section E.2.a. {The QSC will also review an offeror for responsibility.}
- b. Vendor interviews will not be conducted.
- c. The QSC will make its award recommendation of the highest ranked offeror based on the QSC's written score and its responsibility determination;
- d. The Using Department Head will review and forward the QSC recommendation with concurrence, objection, or amendment to the Director, Department of General Services.
- e. The Director, Department of General Services, may approve, approve with conditions, or reject the Using Department Head's recommendation.
- f. Upon approval of a recommended award to a proposed awardee, by the Director, Department of General Services, the County will enter into negotiations with the proposed awardee(s). If a contract cannot be successfully negotiated with the proposed awardee, the Using Department will proceed to negotiations with the next highest ranked offeror after obtaining approval from the Director. If the Director approves, negotiations may be held simultaneously or successively with one or more offerors prior to making an award.
- g. After the successful conclusion of negotiations, the Director will publicly post the name of the proposed awardee.
- h. The County reserves the right to cancel the solicitation. The solicitation cancellation will be publicly posted.

2. EVALUATION CRITERIA		<u>POINTS</u>
a. Written Proposal Evaluation Criteria		
The QSC will evaluate the written proposals based on the following criteria.		
1.	<u>History of Successful Operation and Maintenance of Industrial Wastewater Treatment Facilities:</u> The written submission must include a description of the Offeror's experience with the operation, maintenance and regulatory permitting of effluent discharges of wastewater treatment facilities including, but not limited to: (a) the number of years at a given facility including actual dates of work performance; (b) for each facility listed provide the treatment processes involved, the approximate flow rate at the facility and effluent discharge compliance history; and (c) which key personnel involved in this written proposal have/had experience at the given facility.	20
2.	<u>Qualifications and Experience of Dedicated Key Personnel:</u> The written submission must include a list of key personnel (Lead Operator and Support Operator) with a brief description to describe their field of expertise, technical capabilities, qualifications, certifications, what tasks they would be expected to perform, and related experience within the past five (5) years pertaining to services listed in this RFP's Scope of Services including experience with the specific types of operation, maintenance and treatment systems (biological, chemical, physical) of the Leachate Pretreatment Facility and ancillary support infrastructure. Include similar information along with personnel and facility management and oversight experience for the Project Manager and	

	Backup Project Manager with summary information on engineering support capabilities. Provide summary experience descriptions for identified local service providers (s) and their specific discipline of service. Provide resumes, not to exceed two (2) pages per person for the Lead Operator, Support Operator, Project Manager and Assistant Project Manager.	30
3.	<u>Costs for Base Operating Fee:</u> The written submission must include the completed Payment Schedule and Labor Rate Evaluation Tables (Attachment I). This table lists the Base Operating Fee and Labor Rates for Key Personnel. The Base Operating Fee will be used for the evaluation process and will also serve as the basis for the monthly service fees in any Contract resulting from this solicitation, which encompasses Section C – Work Statement (Scope of Services), Service Items 1-38 or as otherwise specifically noted within the individual Service Items. The Labor Rates will be used for Task Authorization personnel fees.	40
4.	<u>Completeness of Proposal Submission:</u> The proposal will be considered a professional and technical writing sample. This will include clarity, readability, presentation of material and compliance with required content, formatting and page limit guidelines. Note that points may be deducted for not complying with formatting and page limit guidelines.	10
	Highest possible QSC score for written proposal evaluation:	100

SECTION F - SUBMISSIONS

1. PROPOSAL SUBMISSIONS

FAILURE OF AN OFFEROR TO SUBMIT ALL REQUIRED PROPOSAL SUBMISSIONS MAY RENDER YOUR PROPOSAL UNACCEPTABLE AS DETERMINED BY THE DIRECTOR, DEPARTMENT OF GENERAL SERVICES.

Offerors must submit one (1) original and four (4) copies of their proposal in the format below. Written proposals will be evaluated on only what is submitted. The Offeror must submit sufficient information to enable the QSC to evaluate the Offeror's capabilities and experience. Proposals must include the following information (including labeled sections numbered as provided below):

- A cover letter with the RFP#, RFP title and a brief description of the firm, including the Offeror's name, address, telephone number and fax number.
- The Acknowledgment (page 4) of this solicitation must be submitted and signed by a person authorized to bind the Offeror to the proposal.
- At least three (3) references that may be contacted to attest to the quality and timeliness of the Offeror's work of similar nature and scope to the scope required by the County. (see Attachment A)
- If this solicitation is subject to the Wage Requirements Law (see page 1), then the Offeror must submit the appropriate Wage Requirements forms in Attachment G. Failure to submit and complete

the required material information on the form(s) will make your proposal unacceptable under County law and will be rejected.

- e. Metropolitan Washington Council of Governments Rider Clause (Attachment B).
- f. Minority, Female, Disabled Persons Subcontractor Performance Plan (Attachment D). **To ensure a contract can move forward as a result of this solicitation, this plan needs to be submitted with your proposal.**
- g. Minority Business Program and Offeror's Representation (Attachment C)
- h. Payment Schedule and Labor Rates Evaluation Tables (Attachment I)

Proposal Format and Page Limit Requirements

All written proposals shall be organized with the following Section formats (with tab dividers) and page limit requirements (pertaining to text, tables, figures etc.) to assist the QSC during the evaluation process. All written proposals shall be printed on recycled paper and double sided where feasible. Page limit requirements are noted as single sided pages.

- **Section 0 – Cover Letter** (1 page limit). Include the RFP #, RFP title and a brief description of the firm, including the Offeror's name, address, telephone number and fax number.
- **Section 1 – Introduction to Firm** (4 page limit). Include a description of the Offeror's staff size, resources, office locations, areas of expertise, financial soundness, and other appropriate information related to the ability to complete the work tasks included in the Scope of Services in a timely fashion.
- **Section 2 – Experience of Firm** (8 page limit). Include a summary of the Offeror's history of successful operation and maintenance of industrial wastewater treatment facilities. Provide five (5) project descriptions of services that are similar to the Scope of Services of the RFP, which the firm and its key personnel have performed in the last five (5) years. Include a description of the Offeror's experience with the operation, maintenance and regulatory permitting of effluent discharges of wastewater treatment facilities including, but not limited to: (a) the number of years at a given facility including actual dates of work performance; (b) for each facility listed provide the treatment processes involved, the approximate flow rate at the facility and effluent discharge compliance history; and (c) which key personnel involved in this written proposal have/had experience at the given facility. Also include contract cost information and the type of service duration (monthly, annual, on-call, etc.). The project descriptions should be correlated to and be representative of the key personnel's direct experience and technical competence for such projects.
- **Section 3 – Experience of Key Personnel** (10 page limit). Include a list of the dedicated key personnel (Lead Operator and Support Operator) with a brief description to describe their field of expertise, technical capabilities, qualifications, certifications, what tasks they would be expected to perform, and related experience within the past five (5) years pertaining to services listed in this RFP's Scope of Services including experience with the specific types of operation, maintenance and treatment systems (biological, chemical, physical) of the Leachate Pretreatment Facility and ancillary support infrastructure. Include similar information along with personnel and facility management and oversight experience for the Project Manager and Backup Project Manager with summary information on engineering support capabilities. Provide summary experience descriptions for identified local service providers (s) and their specific discipline of service. Specific experience and knowledge of Montgomery County, Maryland State and Federal laws, ordinances and regulations pertaining to the Scope of Services shall be identified by project, permit, etc. Include similar information for key local service providers(s) personnel expected to be used.

Provide resumes, not to exceed two (2) pages per person for the Lead Operator, Support Operator, Project Manager and Assistant Project Manager.

Key personnel included in the proposal are considered the Offeror's staff to specifically perform the Contract work. Key personnel cannot be replaced by the Offeror without submitting supporting documentation to justify the request and obtaining prior approval by the County Project Manager. A Project Manager and Back-up Project Manager must be identified with the projected availability of those individuals defined.

- **Section 4 – All Other Required Forms** per the RFP as applicable.
 - Acknowledgement (Page 4)
 - Attachment A – References
 - Attachment B – Metropolitan Washington Council of Governments Rider Clause
 - Attachment C – Minority Business Program and Offeror's Representation
 - Attachment D – Minority, Female, Disabled Persons Subcontractor Performance Plan
 - Attachment G – Wage Requirements Forms
- **Section 5 – Cost Proposal** - Payment Schedule and Labor Rates Evaluation Tables (Attachment I). The Offeror must review (including notes), complete and submit the Payment Schedule and Labor Rates Evaluation Tables in Attachment I. This table lists the Base Operating Fee and Labor Rates for Key Personnel. The Base Operating Fee will be used for the evaluation process and will also serve as the basis for the monthly service fees in any Contract resulting from this solicitation, which encompasses Section C – Work Statement (Scope of Services), Service Items 1-38 or as otherwise specifically noted within the individual Service Items. The Labor Rates will be used for Task Authorization personnel fees.
 - The Offeror shall provide a base operating fee with and without the oil/grit material hauling off site as the County may elect this to be an optional service.
 - If the Lead or Support Operator is not present on-site, Monday-Friday, the Offerer shall provide a replacement operator or provide the County a credit for that operator's fee for the day(s) absent.
 - The Labor Rates are to be Fully Loaded rates all inclusive of all direct salary, overhead, profit, etc.
 - Any time and material charges not listed in the submitted proposal will be negotiated by the County with the Offeror.

2. **AWARD SUBMISSIONS**

Prior to the execution of the contract, the following items must be submitted:

- a. Offeror to provide a letter of commitment to the County for the allocation of the Lead Operator, Support Operator, Project Manager, and Back-up Project Manager as listed in the written proposal.
- b. Offeror's Certification of Cost and Price (contract value greater than \$100,000) – Attachment E
- c. Certificate of Insurance (see mandatory insurance requirements) – Attachment F
Awardee must provide the applicable insurance coverage and all costs for this coverage must be calculated into your proposal price. These insurance requirements supersede those found in the Provision #21 of the General Conditions between County and Contractor and are applicable to any contract executed as a result of this solicitation.
- d. If this solicitation is subject to the Wage Requirements Law (see page 1), then the Offeror must submit a Certification of posting a Wage Requirements notice.

SECTION G - COMPENSATION

The County will pay the Contractor (i.e. Offeror) the Base Operating Fee on a monthly basis for the routine and regulatory compliant operation and maintenance of the Leachate Pretreatment Facility and ancillary support

infrastructure. Equipment replacement, provided wear or damage is not due to Contractor negligence, will be provided under a separate fee under Additional Services or Extraordinary Services, outside of the Base Operating Fee. Major maintenance items and repair work that go beyond the staffing requirements provided in the RFP will be paid for based on actual costs for the work plus associated administrative and project management costs. The County will pay the Contractor within thirty (30) calendar days after receipt of a true and corrected invoice.

SECTION H - CONTRACT ADMINISTRATOR

1. AUTHORITY

The Director, Department of General Services, is the delegated contracting officer. Therefore, the Director, Department of General Services, must approve amendments, modifications, or changes to the terms, conditions, or minority, female, and disabled subcontractor plans in writing.

2. USING DEPARTMENT

The contract administrator for any contract(s) resulting from this solicitation will be:

Daniel E. Locke, Chief
Division of Solid Waste Services
101 Monroe Street 6th FL
Rockville, MD 20850
240-777-6402

The contract administrator's duties include, but are not limited to the following:

1. Serve as liaison between the County and Contractor;
2. Give direction to the Contractor to ensure satisfactory and complete performance;
3. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
4. Serve as Records Custodian for this contract, including Wage Requirements;
5. Accept or reject the contractor's performance;
6. Furnish timely written notice of the contractor's performance failures to the Director, Department of General Services and to the County Attorney, as appropriate;
7. Prepare required reports;
8. Approve or reject invoices for payment;
9. Recommend contract modifications or terminations to the Director, Department of General Services;
10. Issue notices to proceed; and
11. Monitor and verify compliance with any MFD Performance Plan.

SECTION I - SPECIAL TERMS AND CONDITIONS

Not Applicable

SECTION J - ETHICS

As a result of being awarded this contract the successful contractor may be ineligible for the award of related contracts. Montgomery County Code Sections 11B-52 (b) and (c) state:

A contractor providing an analysis or recommendation to the County concerning a particular matter must not, without first obtaining the written consent of the Chief Administrative Officer:

- (1) Assist
 - (a) another party in the matter; or

- (b) another person if the person has a direct and substantial interest in the matter; or
- (2) Seek or obtain an economic benefit from the matter in addition to payment to the contractor by the County.

ATTACHMENT A**REFERENCES**

(must submit at least three)

You are requested to provide references to the County with your proposal. The three (3) references must be from individuals or firms currently being serviced or supplied under similar contracts, or for whom work of a similar scope has been performed within the last year. Names for references shall be of individuals who directly supervised or had direct knowledge of the services or goods provided. Failure of an offeror to provide the County with references within the time frame as stated herein may result in the offeror being considered non-responsible.

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

NAME OF

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

ATTACHMENT B

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE
USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF
GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the offeror(s), resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

In pricing section of contract:OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
_____	_____	Alexandria, Virginia	_____	_____	Manassas Park, Virginia
_____	_____	Alexandria Public Schools	_____	_____	Maryland-National Capital Park & Planning
_____	_____	Alexandria Sanitation Authority	_____	_____	Commission
_____	_____	Arlington County, Virginia	_____	_____	Metropolitan Washington Airports Authority
_____	_____	Arlington County Public Schools	_____	_____	Metropolitan Washington Council of
_____	_____	Bladensburg, Maryland	_____	_____	Governments
_____	_____	Bowie, Maryland	_____	_____	Montgomery College
_____	_____	Charles County Public Schools	_____	_____	Montgomery County, Maryland
_____	_____	College Park, Maryland	_____	_____	Montgomery County Public Schools
_____	_____	Culpeper County, Virginia	_____	_____	Northern Virginia Community College
_____	_____	District of Columbia	_____	_____	OmniRide
_____	_____	District of Columbia Courts	_____	_____	Potomac & Rappahannock Transportation
_____	_____	District of Columbia Public Schools	_____	_____	Commission
_____	_____	District of Columbia Water & Sewer	_____	_____	Prince George's County, Maryland
_____	_____	Authority	_____	_____	Prince George's County Public Schools
_____	_____	Fairfax, Virginia	_____	_____	Prince William County, Virginia
_____	_____	Fairfax County, Virginia	_____	_____	Prince William County Public Schools
_____	_____	Fairfax County Water Authority	_____	_____	Prince William County Service
_____	_____	Falls Church, Virginia	_____	_____	Authority
_____	_____	Fauquier County Schools & Government,	_____	_____	Rockville, Maryland
_____	_____	Virginia	_____	_____	Spotsylvania County Schools
_____	_____	Frederick, Maryland	_____	_____	Stafford County, Virginia
_____	_____	Frederick County, Maryland	_____	_____	Takoma Park, Maryland
_____	_____	Gaithersburg, Maryland	_____	_____	Upper Occoquan Sewage Authority
_____	_____	Greenbelt, Maryland	_____	_____	Vienna, Virginia
_____	_____	Herndon, Virginia	_____	_____	Virginia Railway Express
_____	_____	Leesburg, Virginia	_____	_____	Washington Metropolitan Area Transit
_____	_____	Loudoun County, Virginia	_____	_____	Authority
_____	_____	Loudoun County Public Schools	_____	_____	Washington Suburban Sanitary Commission
_____	_____	Loudoun County Sanitation Authority	_____	_____	Winchester, Virginia
_____	_____	Manassas, Virginia	_____	_____	Winchester Public Schools
_____	_____	City of Manassas Public Schools	_____	_____	

Vendor Name

RFP #1013500
ATTACHMENT C

Minority Business Program & Offeror's Representation

It is the policy of the County to recruit actively, minority-owned businesses to provide goods and services to perform governmental functions pursuant to Section 11B-57 of the County Code. Minority-owned businesses are described in County law as Minority/Female/Disabled Person-owned businesses (MFD). MFD businesses include certain non-profit entities organized to promote the interests of persons with a disability demonstrating (on a contract by contract basis) that at least 51% of the persons used by the non-profit entity to perform the services or manufacture the goods contracted for by the County, are persons with a disability. MFD firms also include those firms that are 51% owned, controlled and managed by one or more members of a socially or economically disadvantaged minority group, which include African Americans who are not of Hispanic origin, Hispanic Americans, Native Americans, Asian Americans, Women and Mentally or Physically Disabled Persons.

Section 7 – “Minority Contracting” Montgomery County Procurement Regulations specifies the procedure to be followed and will govern the evaluation of offers received pursuant to this solicitation. A copy of Section 7 of the Procurement Regulations is available upon request.

Prior to awarding contracts with a value of \$50,000 or more, a prospective Contractor (who is not a certified MFD firm) must demonstrate that a minimum percentage of the overall contract value as set by the County, will be subcontracted to certified MFD businesses. A decision as to whether the prospective Contractor has demonstrated a good faith effort to meet this subcontracting requirement will be made by the Director, Department of General Services or his/her designee, who may waive this requirement.

A sample of the MFD Report of Payment Received is attached. This form is mailed to the MFD Subcontractor to complete for documentation of payment by the Prime contractor. It is not to be completed by the Prime contractor nor submitted with the MFD Subcontractor Performance Plan.

The Director, Department of General Services or his /her designee determines whether a waiver of MFD subcontracting would be appropriate, under Section 7.3.3.5 of the Procurement Regulations.

For further information regarding the MFD Business Program, please contact the MFD Program, Office of Business Relations and Compliance, at (240) 777-9912.

Offerors are encouraged (but not required) to complete the following:

I hereby represent that this is a Minority Business firm as indicated below (CIRCLE ONE):

AFRICAN AMERICAN	ASIAN AMERICAN	DISABLED PERSON
FEMALE	HISPANIC AMERICAN	NATIVE AMERICAN

Attach one of the following certification documents from: Maryland Department of Transportation (MDOT); Virginia Small, Women & Minority-Owned Business; Federal SBA 8(a); MD/DC Minority Supplier Development Council, Women's Business Enterprise National Council; or City of Baltimore.



**Montgomery County MFD Report of Payments Received For Office Use
Office of Business Relations and Compliance**

SAMPLE ONLY! NOT TO BE USED BY PRIME

MFD Subcontractor Company Name: _____

Prime Contractor Company Name: _____

Contract Number/Title: _____

Project Location: _____

MFD Subcontract Amount: \$ _____

PLEASE READ CAREFULLY BEFORE SIGNING

This certifies that for the month of _____, my company received \$ _____ for work performed, services rendered and/or materials supplied on the above contract.

TOTAL AMOUNT OF SUBMITTED INVOICES TO

DATE: \$ _____

TOTAL PAYMENTS RECEIVED TO DATE: \$ _____

Are you experiencing any contract problems with the prime contractor and/or the project? YES ☐ NO ☐

Comments: _____

I certify that the above information is true and accurate to the best of my record documentation and knowledge.

(TYPED/PRINTED COMPANY NAME)

(TYPED/PRINTED NAME OF COMPANY OFFICIAL)

(TITLE)

(SIGNATURE OF COMPANY OFFICIAL)

(DATE)

() - ()
TELEPHONE FAX E-MAIL

Mail to: Alvin Boss, Program
Specialist II
255 Rockville Pike, Ste. 180
Rockville, MD 20850

ATTACHMENT D

Minority-Owned Business Addendum to the General Conditions of Contract Between County and Contractor, and its companion document “Minority, Female, Disabled Person Subcontractor Performance Plan”.

- A. This contract is subject to the Montgomery County Code and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program.
- B. Contractor must subcontract a percentage of the total dollar value of the contract, including all modifications and renewals, to certified minority owned businesses. The MFD subcontracting goal may be waived under appropriate circumstances by submission of a letter to the Office of Business Relations and Compliance. The letter must explain why a waiver is appropriate. The Director, Department of General Services or designee may waive, in whole or in part, the MFD subcontracting goal if the Director determines that a waiver is appropriate under Section 7.3.3.5 of the Montgomery County Procurement Regulations. In determining if a waiver should be granted, the Director may require the Contractor to submit additional information; the Director may require the Contractor to submit some or all of this information on forms approved by the Director.
- C. The attached MFD Subcontractor Performance Plan, which must be approved by the Director, is an integral part of the contract between County and Contractor. In a multi-term contract, Contractor must submit a MFD Subcontract Performance Plan to be in effect for the life of the contract, including any renewal or modification.
- D. Contractor must include in each subcontract with a minority owned business a provision that requires the use of binding arbitration with a neutral arbitrator to resolve disputes between the Contractor and the minority owned business subcontractor. This arbitration provision must describe how the cost of dispute resolution will be apportioned; the apportionment must not, in the judgment of the Director, attempt to penalize a minority owned business subcontractor for filing an arbitration claim.
- E. County approval of the MFD Subcontractor Performance Plan does not create a contractual relationship between the County and the minority owned business subcontractor.
- F. Contractor must notify and obtain prior written approval from the Director regarding any change in the MFD Subcontractor Performance Plan.
- G. Before receiving final payment under this contract, Contractor must submit documentation showing compliance with the MFD Subcontracting Performance Plan. Documentation may include, at the direction of the Director, invoices, copies of subcontracts with minority owned businesses, cancelled checks, affidavits executed by minority owned business subcontractors, waivers, and arbitration decisions. The Director may require Contractor to submit periodic reports on a form approved by the Director. The Director may conduct an on-site inspection for the purpose of determining compliance with the MFD Subcontractor Performance Plan. If this is a multi-term contract, final payment means the final payment due for performance rendered for each term of the contract.
- H. If the Contractor fails to submit documentation demonstrating compliance with the MFD Subcontractor Performance Plan, to the satisfaction of the Director, after considering relevant waivers and arbitration decisions, the Contractor is in breach of this contract. In the event of a breach of contract under this addendum, the Contractor must pay to the County liquidated damages equal to the difference between all amounts the Contractor has agreed under its Plan to pay minority owned business subcontractors and all amounts actually paid minority owned business subcontractors with appropriate credit given for any relevant waiver or arbitration decision. Contractor and County acknowledge that damages which would result to the County as a result of a breach under this addendum are difficult to ascertain, and that the liquidated damages provided for in this addendum are fair and reasonable in estimating the damage to the County of a breach of this addendum by Contractor. In addition, the County may terminate the contract. As the result of a breach under this addendum, the Director, Department of General Services, must find the Contractor non-responsible for purposes of future procurement with the County for the ensuing three years.

**MINORITY, FEMALE, DISABLED PERSON SUBCONTRACTOR
PERFORMANCE PLAN**

Contractor's

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTRACT NUMBER/PROJECT DESCRIPTION: _____

- A. Individual designated assigned by Contractor to monitor ensure Contractor's compliance with MFD Subcontractor Performance Plan:

Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

- B. This Plan covers the life of the contract from contract execution through the final contract expiration date.
- C. The percentage of total contract dollars, including modifications and renewals, to be paid to all certified minority owned business subcontractors, is _____% of the total dollars awarded to Contractor.
- D. Each of the following certified minority owned businesses will be paid the percentage of total contract dollars indicated below as a subcontractor under the contract.

I hereby certify that the business (es) listed below are certified by one of the following: Maryland Department of Transportation (MDOT); Virginia Small, Woman and Minority Owned Business (SWAM); Federal SBA (8A); MD/DC Minority Supplier Development Council (MSDC); Women's Business Enterprise National Council (WBENC); or City of Baltimore. Certification Letter must be attached.

For assistance, call 240-777-9912.

1. Certified by: _____

Subcontractor Name: _____

Title: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services:

2. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

3. Certified by:

Subcontractor Name:

Title:

Address:

City:

State:

Zip:

Phone Number:

Fax Number:

Email:

CONTACT PERSON:

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor:

This subcontractor will provide the following goods and/or services:

4. Certified By:

Subcontractor Name:

Title:

Address:

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____ Email: _____

CONTACT PERSON: _____

Circle MFD Type:

AFRICAN AMERICAN

ASIAN AMERICAN

DISABLED PERSON

FEMALE

HISPANIC AMERICAN

NATIVE AMERICAN

The percentage of total contract dollars to be paid to this subcontractor: _____

This subcontractor will provide the following goods and/or services: _____

E. The following language will be inserted in each subcontract with a certified minority owned business listed in D above, regarding the use of binding arbitration with a neutral arbitrator to resolve disputes with the minority owned business subcontractor; the language must describe how the costs of dispute resolution will be apportioned:

F. Provide a statement below, or on a separate sheet that summarizes maximum good faith efforts achieved, and/or the intent to increase minority participation through out the life of the contract or the basis for a full waiver request:

G. A full waiver request must be justified and attached.

Full Waiver Approved:

Partial Waiver Approved:

MFD Program Officer Date: __________
MFD Program Officer Date: _____

Full Waiver Approved:

Partial Waiver Approved:

Director Date: __________
Director Date: _____

Department of General Services

Department of General Services

The Contractor submits this MFD Subcontractor Performance Plan (Plan Modification No. _____) in accordance with the Minority Owned Business Addendum to General Conditions of Contract between County and Contractor.

CONTRACTOR SIGNATURE

USE ONE:

1. TYPE CONTRACTOR'S NAME: _____

Signature

Typed Name

Date

2. TYPE CORPORATE CONTRACTOR'S NAME:

Signature

Typed Name

Date

I hereby affirm that the above named person is a corporate officer or a designee empowered to sign contractual agreements for the corporation.

Signature

Typed Name

Title

Date

APPROVED:

Director, Department of General Services

Date

Section 7.3.3.4(a) of the Procurement Regulations requires:

The Contractor to notify the Director, Department of General Services of any proposed change to the Subcontractor Performance Plan.

ATTACHMENT E

OFFEROR'S CERTIFICATION OF COST AND PRICE

The Director, Department of General Services, has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by offerors or contractors in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that are fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

OFFEROR'S CERTIFICATION

This cost proposal reflects our best estimates and/or actual costs as of this date and conforms to the cost exhibits and schedules provided by the County's Office of Procurement. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The offeror also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the offeror.

Name

Title

Name of Firm

Date of Submission

Signature of Authorized Representative

COST AND PRICE REQUIREMENTS

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent contractor for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year's financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.

ATTACHMENT F

MANDATORY INSURANCE REQUIREMENTS

MANDATORY INSURANCE REQUIREMENTS

Operation and Maintenance of Oaks Landfill Leachate Pretreatment Plant, Oil/Grit Management Facility and Leachate Pump Station and Storage Lagoons

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Contractor shall provide a copy of the insurance policies. The Contractor's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of two million dollars (\$2,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations
- Personal Injury

Automobile and Heavy Equipment Liability Coverage

A minimum limit of liability of two million dollars (\$2,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Worker's Compensation/Employer's Liability

Meeting all requirements of Maryland Law and with the following minimum limits:

- Bodily Injury by Accident - \$100,000 each accident
- Bodily Injury by Disease - \$500,000 policy limits
- Bodily Injury by Disease - \$100,000 each employee

All Risk Property Coverage

If the contractor has owned business personal property and materials at the site of the operation of the program, they must provide an all risk property policy to cover it. The County will not cover any equipment owned by the Contractor.

Professional Liability

Professional liability insurance covering errors and omissions and negligent acts committed during the period of contractual relationship with the County with a limit of liability of at least one million dollars (\$1,000,000) per claim and aggregate and a maximum deductible of \$25,000. Contractor/proposer agrees to provide a one-year discovery period under this policy. If Contractor sub-contracts out the laboratory services, the sub-contractor may provide the coverage

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
Division of Solid Waste Services, Stephen Lezinski
16101 Frederick Road
Derwood, Maryland 20855-2223

ATTACHMENT G

Wage Requirements for Services Contract Addendum to The General Conditions of Contract Between County and Contractor

- A. This contract is subject to the wage requirements of Section 11B-33A of the Montgomery County Code. A County contract for the procurement of services must require the contractor and any of its subcontractors to comply with the wage requirements of this Section, subject to exceptions from coverage for particular contractors noted in 11B-33A(b) and for particular employees noted in 11B-33A(f).
- B. Conflicting requirements (11B-33A(g)): If any federal, state, or County law or regulation requires payment of a higher wage, that law or regulation controls. If any applicable collective bargaining agreement requires payment of a higher wage, that agreement controls.
- C. Nonprofit organizations who are exempt from the wage requirements under 11B-33A must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract, and any health insurance the organization intends to provide to those employees.
- D. A contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as a subcontractor or independent contractor, to avoid the imposition of any requirements in 11B-33A.
- E. Each contractor and subcontractor covered under 11B-33A must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices, approved and/or supplied by the County, informing employees of the wage requirements.
- F. An employer must comply with Section 11B-33A during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The County will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of 5 cents.
- G. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under the wage requirements.
- H. The sanctions under Section 11B-33(b), that apply to noncompliance with nondiscrimination requirements, apply with equal force and scope to noncompliance with the wage requirements under 11B-33A.
- I. The County may assess liquidated damages for any noncompliance by contractor with the Section 11B-33A wage requirements at the rate of 1% per day of the total contract amount, or for a requirements contract, the estimated annual contract value, for each day of the violation. This liquidated damages amount includes the amount of any unpaid wages, with interest. In the event of a breach of contract under this paragraph, the Contractor must pay to the County liquidated damages noted above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor. In addition, the contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under the Section 11B-33A wage requirements and recover from Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under the 11B-33A wage requirements.
- J. The Director may conduct random audits to assure compliance with Section 11B-33A. The Director may conduct an on-site inspection(s) for the purpose of determining compliance.
- K. If the Contractor fails, upon request by the Director, to submit documentation demonstrating compliance with Section 11B-33A to the satisfaction of the Director, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, upon request by the County, the Contractor must pay to the County liquidated damages noted in paragraph I. above, in addition to any other remedies available to the County. Contractor and County acknowledge that damages that would result to the County as a result of a breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for in this paragraph are fair and reasonable in estimating the damage to the County resulting from a breach of this paragraph by Contractor.

Wage Requirements Certification
(Montgomery County Code, Section 11B-33A)

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide in the spaces below the contact name and information of the individual designated by your firm to monitor your compliance with the County's wage requirements, unless exempt under Section 11B-33A (b) (see section B. below):

Contact Name			Title	
Phone Number		Fax Number		
E-mail Address				

YOU MUST MARK ☒ ALL BOXES BELOW that apply in the event that you, as an "Offeror," are awarded the contract and become a "Contractor":

☐ A. Wage Requirements Compliance

This Contractor as a "covered employer" will comply with the requirements under Section 11B-33A, Wage Requirements. Contractor and its subcontractors will pay all employees not exempt under the wage requirements, and who perform direct measurable work for the County, the wage requirements effective at the time the work is performed. The proposal price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements. A "covered employer" must quarterly (January, April, July and October for the prior quarter) submit certified payroll records for all employees, and any subcontractor employees, governed by the Wage Requirements Law, for each payroll period to the Office of Business Relations and Compliance, Attn: Wage Program Manager. These payroll records must include the following: name; address; position/title; daily straight time hours worked; daily overtime hours worked; straight time hourly pay rate; overtime hourly pay rate; any deduction for health insurance; total gross wages paid for each period; and total net wages paid after any additions and deductions for each pay period.

☐ B. Exemption Status (if applicable)

This Contractor is exempt from 11B-33A, "Wage Requirements," because it is:

1. Reserved [Intentionally left blank].
- ☐ 2. a contractor who, at the time a contract is signed: has received less than \$50,000 from the County in the most recent 12-month period; and will be entitled to receive less than \$50,000 from the County under that contract in the next 12-month period. Section 11B-33A (b) (2).
- ☐ 3. a contract with a public entity. Section 11B-33A (b) (3).

- ☐ 4. a contract with a nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c) (3) of the Internal Revenue Code. Section 11B-33A (b) (4) (**must complete item C below**).
- ☐ 5. an employer to the extent that the employer is expressly precluded from complying with this Section by the terms of any federal or state law, contract, or grant. Section 11B-33A (b) (8) (**must specify the law, or furnish a copy of the contract or grant**).
- ☐ C. Nonprofit Wage & Health Information
This Contractor is a Nonprofit organization that is exempt from coverage under Section 11B-33A (b) (4). Accordingly, the contractor has completed the 501(c) (3) Nonprofit Organization's Employee's Wage and Health Insurance Form which is attached. See Section 11B-33A(c) (2).
- ☐ D. Nonprofit's Comparison Price(s) (if desired)
This Contractor is a Nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the blank quotation sheet on which it is submitting its price(s) in the IFB, and is submitting on this duplicate form its price(s) to the County had it not opted to pay its employees the hourly rate specified in the wage requirements. For bid evaluation purposes, this price(s) will be compared to price(s) of another Nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate quotation sheet must be clearly marked as your Nonprofit organization comparison price(s). In order to compare your price(s), the revised information on the duplicate quotation sheet must be submitted with your bid, must show how the difference between your price(s) and your Nonprofit organization comparison price(s) was calculated, and will not be accepted after the bid opening date. See Section 11B-33A(c) (2).
- ☐ E. Wage Requirements Reduction (if applicable)
This Contractor is a "covered employer", and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to, or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$ _____. See Section 11B-33A(d).

Contractor Certification

CONTRACTOR SIGNATURE: Contractor submits this certification form in accordance with Section 11B-33A of the Montgomery County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with the County, adheres to Section 11B-33A of the Montgomery County Code.

Authorized Signature		Title of Authorized Person	
Typed or printed name		Date	

**501(c) (3) Nonprofit Organization's Employee's
Wage and Health Insurance Form**

Business Name					
Address					
City		State		Zip Code	
Phone Number		Fax Number			
E-Mail Address					

Please provide below the employee labor category of all employee(s) who will perform direct measurable work under this contract, the hourly wage the organization pays for that employee labor category, and any health insurance the organization intends to provide for that employee labor category:

Employee Labor Category	Wage per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g. ABC Insurer, Inc. , HMO Medical and Dental)

NOTE: IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

ATTACHMENT H

Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor

The Contractor and all Subcontractors must comply with the Prevailing Wage Law contained in Chapters 11B-33C and 20-75 of the Montgomery County Code. Prevailing wage means the wage rate paid by employers that is determined by a governmental authority, based upon a particular geographic area, for a given class of labor and type of project. The purpose of a prevailing wage is to ensure that construction workers who work on public works contracts are paid the going rate for their services. The prevailing wage rates are established by the State of Maryland and apply to all of the Contractor's employees and any Subcontractors. The Contractor and any Subcontractors must comply with all of the requirements of the Prevailing Wage Law including, but not limited to, the following:

1. Pay employees the prescribed rate as annually established by the State of Maryland Commissioner of Labor and Industry; the prevailing wage rates in effect on the date a solicitation is issued will apply throughout the term of a contract resulting from that solicitation.
2. Pay employees overtime for work more than 10 hours in any single day, work more than 40 hours in a work week, or work on Sunday or legal holiday;
3. Classify employees in their proper work classification in conformance with the schedule established by the State of Maryland Commissioner of Labor and Industry;
4. Electronically submit payroll records through www.LCPTTracker.net, within 14 days after the end of each payroll period, to verify that Prevailing Wage rates have been paid to employees. The payroll records must include the following:
 - A. The name, address and telephone number of the Contractor or Subcontractor;
 - B. The name and location of the job;
 - C. Each employee's:
 - a. Name;
 - b. Current address unless previously reported;
 - c. Specific work classification;
 - d. Daily straight time and overtime hours;
 - e. Total straight time and overtime hours for the payroll period;
 - f. Rate of pay;
 - g. Fringe benefits by type and amount;
 - h. Gross wages.
5. If a Contractor or any Subcontractors are late in submitting copies of any payroll records required to be submitted under the Prevailing Wage Law, the County may deem Contractor's invoice(s) submitted to the County for payment unacceptable until the Contractor and Subcontractors provide the required records; and, the County may postpone processing payments otherwise due under the Contract or under an agreement to finance the Contract;
6. The Contractor and all Subcontractors must retain all payroll records for a period not less than five (5) years after the Work is completed;
7. The County may inspect the payroll records at any reasonable time and as often as it deems necessary;
8. The County may perform random or regular audits and investigate any complaint of a violation of the Prevailing Wage Law;
9. In the event the County determines that a provision of the Prevailing Wage Law has been violated, the County may withhold payment to the Contractor in an amount sufficient to pay each employee of the Contractor or any Subcontractors the full amount of wages due under the Prevailing Wage Law, and an amount sufficient to satisfy a liability of a Contractor or any subcontractors for liquidated damages as provided under the Prevailing Wage Law, pending a final decision on the violation by the County;
10. Contractor may appeal a written decision of the Director, Department of General Services, that the Contractor violated a provision of the Prevailing Wage Law to the Chief Administrative Officer ("CAO"), within ten (10) days after receiving a copy of the decision. The CAO must designate a hearing officer to conduct a hearing upon receipt of a timely appeal. If the Contractor does not

appeal a written decision within ten (10) days after receipt, the decision of the Director, Department of General Services, becomes final and binding;

11. Contractor and all Subcontractors must not discharge, or otherwise retaliate against, an employee for asserting any right under the Prevailing Wage Law or for filing a complaint of a violation;

12. An aggrieved employee is a third-party beneficiary of this Contract and the employee may by civil action recover the difference between the prevailing wage for the type of work performed and the amount actually received, with interest and a reasonable attorney's fee; and

13. Each Contract subject to the Prevailing Wage Law may specify the payment of liquidated damages to the County by the Contractor and any Subcontractors for any noncompliance with the Prevailing Wage Law. Liquidated damages are: \$10 for each calendar day that the payroll records are late; \$20 per day for each day that an employee is misclassified; and \$50 per violation of the requirement to post the prevailing wage rates at the work site.

14. Where the initial Contract Sum is below the \$500,000.00 threshold, but it is subsequently increased and exceeds the \$500,000.00 threshold due to an approved Contract Modification, the amount of any such Contract Modification that causes the Contract Sum to exceed the \$500,000.00 threshold is subject to the Prevailing Wage Law.

15. The Contractor and all Subcontractors must post a clearly legible statement of each prevailing wage rate in a prominent and easily accessible place at the Work Site during the entire time Work is being performed, in English and any other language that is primarily spoken by the employees, at the Work Site.

**ATTACHMENT J
DOCUMENT 1**

**Leachate Pretreatment Facility
Site Plan**

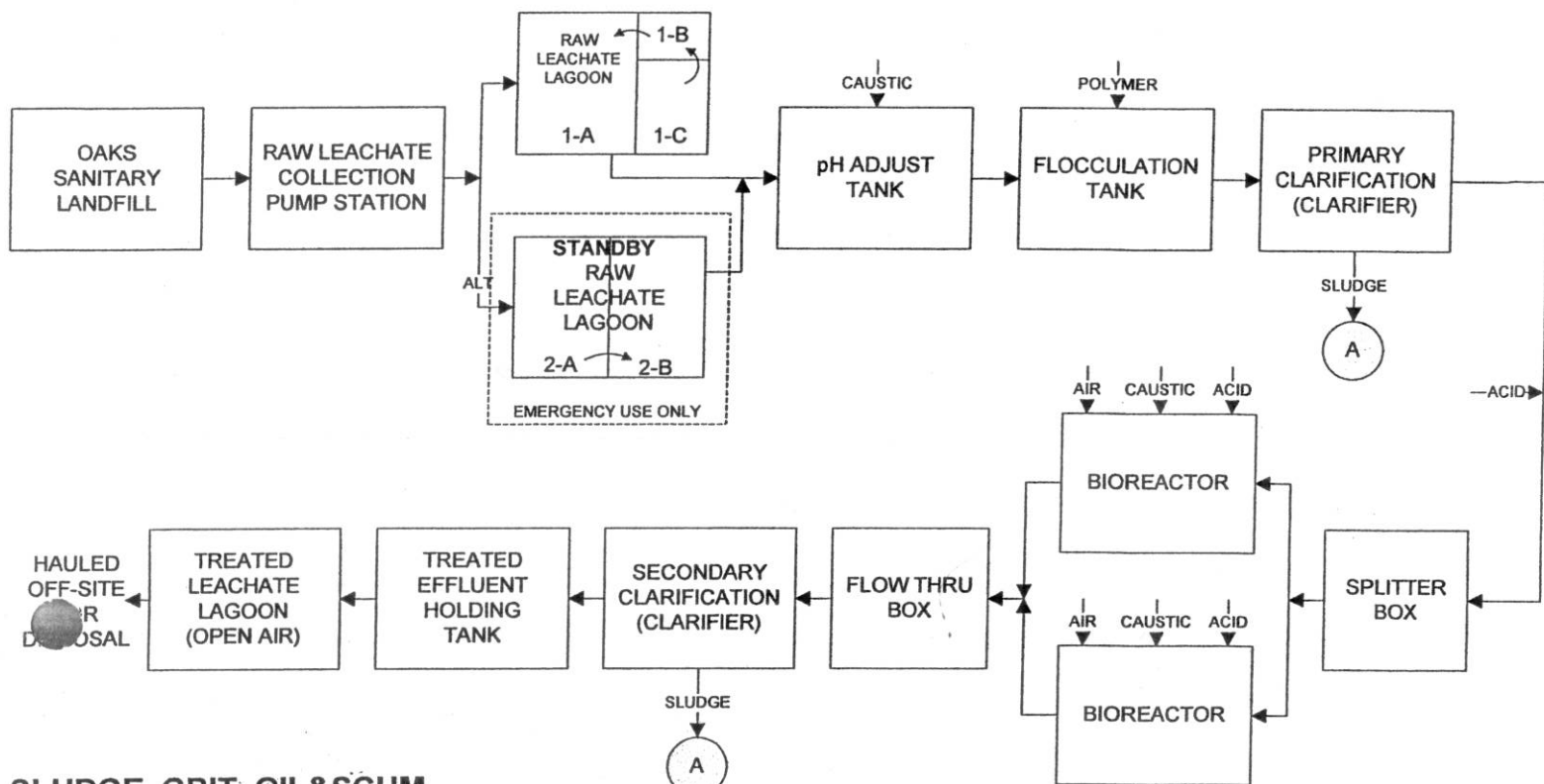
**ATTACHMENT J
DOCUMENT 2**

**Leachate Pretreatment Facility
Process Flow Diagram**

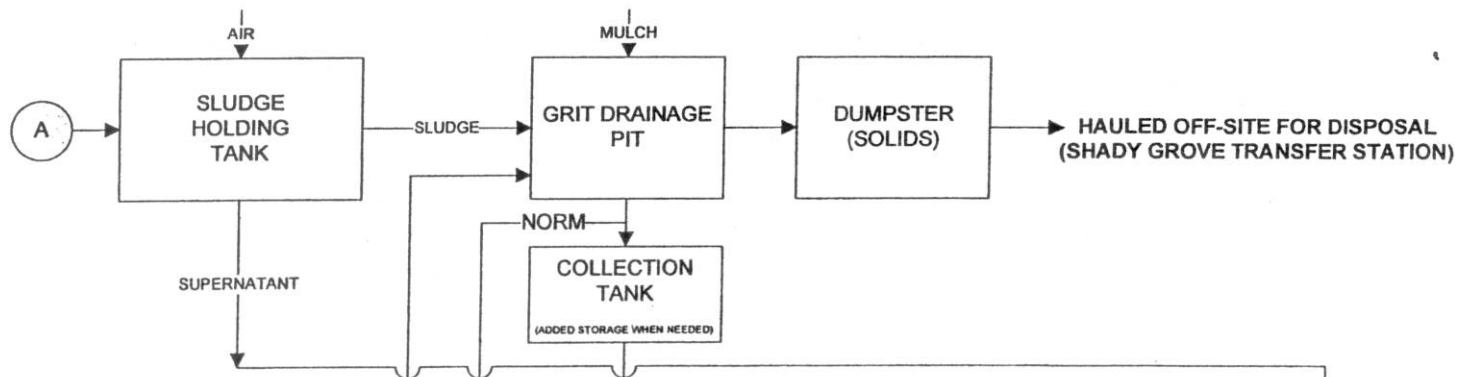
OAKS SANITARY LANDFILL

PROCESS FLOW DIAGRAM

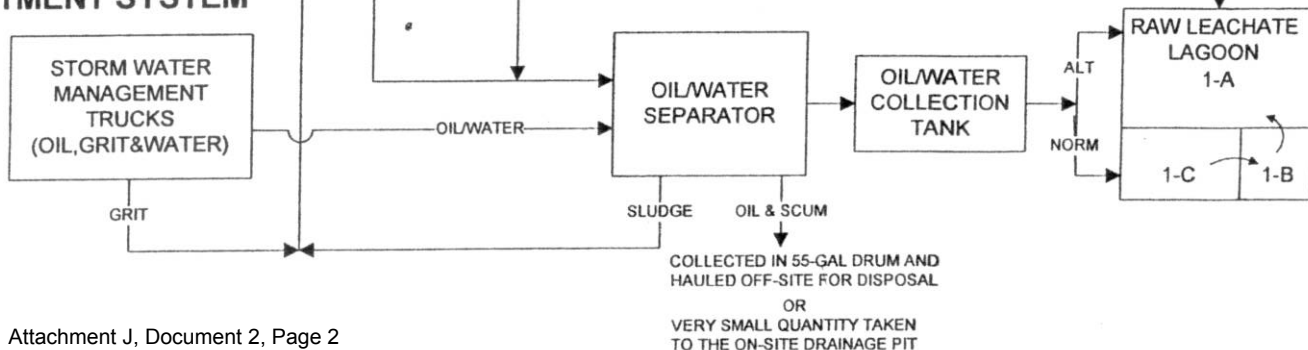
LEACHATE TREATMENT SYSTEM



SLUDGE, GRIT, OIL & SCUM WASTE DISPOSAL



GRIT TREATMENT SYSTEM



**ATTACHMENT J
DOCUMENT 3**

**Leachate Pretreatment Facility
WSSC Discharge Authorization Permit**



Washington Suburban Sanitary Commission

14501 Sweitzer Lane • Laurel, Maryland 20707-5901

COMMISSIONERS
Antonio L. Jones, Chair
Dr. Roscoe M. Moore, Jr., Vice Chair
Prem P. Agarwal
Gene W. Counihan
Hon. Adrienne A. Mandel
Joyce Starks

GENERAL MANAGER
Jerry N. Johnson

DISCHARGE AUTHORIZATION PERMIT

Industry Name: Oaks Sanitary Landfill
Site Address: 6001 Olney Laytonsville Road
Laytonsville, MD 20882
Correspondence Address: 16101 Frederick Road
Derwood, MD 20855
Permit Number: 07741

In accordance with the provisions of the Washington Suburban Sanitary Commission's (WSSC's) Plumbing and Fuel Gas Code, Chapter 8, "Industrial and Special Waste Regulations," and applicable provisions of Federal and State law, Oaks Sanitary Landfill, an Industrial User engaged in the operation of a municipal landfill, and classified generally by NAIC Code(s) 562212, hereinafter referred to as "Industrial User," is hereby granted permission to discharge industrial wastewater into the WSSC's sewer system in accordance with the General and Special Conditions contained herein. This wastewater will be treated at the Blue Plains Advanced Wastewater Treatment Plant.

In the event that this Discharge Authorization Permit is revoked or otherwise made invalid, all industrial discharges into the WSSC's sewer system shall immediately cease.

This Discharge Authorization Permit is issued to the Industrial User, at the specified site address, by the Washington Suburban Sanitary Commission for the time period set forth as follows:

Effective Date: 06/17/08

Expiration Date: 05/29/12

Deadline To Apply For Renewal: 02/29/12

Effective date of modifications: 01/04/11

Issued by: Zohreh Movahed
Zohreh Movahed, Group Leader
Regulatory Services Group

Date: 1/4/11

I. GENERAL CONDITIONS

A. General Discharge Requirement

The Industrial User shall meet all requirements of Chapter 8 of the Washington Suburban Sanitary Commission's (WSSC's) Plumbing and Fuel Gas Code.

B. Permit Requirements

1. Duty to Mitigate

The Industrial User shall take all reasonable steps to minimize or correct any adverse impact resulting from noncompliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncompliant discharge.

2. Duty to Comply

The Industrial User shall comply with all conditions of this permit. Failure to comply with pretreatment standards and requirements, including Best Management Practices, and any applicable compliance schedule, may result in civil or criminal liability under applicable State or Federal law and may be grounds to impose the following penalties, as outlined in the WSSC's Enforcement Response Plan:

- a) Publication of Industrial User's name and nature of violation in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the Commission;
- b) Suspension or revocation of Industrial User's Discharge Authorization Permit;
- c) Termination of water and sewer service;
- d) Civil Citation with a maximum fine of \$1,000/day;
- e) Incurrence of all WSSC costs associated with investigations, monitoring, analyses, or enforcement actions resulting from violation(s) of Federal, State, or local pretreatment standards or requirements;
- f) Increase in self-monitoring frequency; or
- g) Administrative Order with associated monetary penalty.

3. Duty to Reapply

If the Industrial User wishes to continue an activity regulated by this permit beyond the expiration date, the Industrial User must apply for and obtain a new permit. The permit application must be submitted at least 90 days before the expiration date of this permit.

In the event that a timely and sufficient application has been submitted and the WSSC is unable, through no fault of the Industrial User, to issue a new permit before the expiration date of this permit, the terms and conditions of this permit are automatically continued and remain fully effective and enforceable.

4. Duty to Provide Information

The Industrial User shall furnish to the WSSC, in a timeframe set by the Commission, any information which the WSSC may request to determine whether cause exists for modifying or terminating this permit, or to determine compliance with this permit. The Industrial User shall also furnish to the WSSC, upon request, copies of records required by this permit to be kept.

5. Requests for Reconsideration

Requests for reconsideration of any condition or other requirement contained in a Discharge Authorization Permit must be filed within 15 days from the issuance of the Discharge Authorization Permit, provided such request does not create a violation of any existing applicable requirements, standards, laws, or rules and regulations. The filing of a request by the Industrial User for a Permit modification or a notification of planned changes or anticipated noncompliance does not stay any Permit condition.

- a) Requests for reconsideration shall be made in writing, shall be addressed to and filed with the Regulatory Services Group Leader, and shall state in detail the reasons supporting a reconsideration of a Discharge Authorization Permit limitation condition or other requirement.
- b) Failure to file a request for reconsideration within the time specified in this Section shall be deemed a waiver of the right to challenge or appeal a Discharge Authorization Permit limitation, condition, or other requirement.
- c) The decision of the Regulatory Services Group Leader on a request for reconsideration shall be final and binding upon the parties.
- d) If the Regulatory Services Group Leader fails to reach a decision on a request for reconsideration within 30 days from the date the request for reconsideration is filed, the failure shall be deemed a final denial of the request.

6. Confidentiality

Records concerning Industrial Users and the nature of their discharges shall be public information unless the User declares at the time a document is submitted, and is able to demonstrate to the satisfaction of the Commission, that the release of the information would divulge information, processes, or methods of operation entitled to protection as trade secrets pursuant to the requirements of the Maryland Public Information Act. Effluent data is public record and shall not be withheld.

7. Upset Provision (For Categorical Industries Only)

An upset shall constitute an incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the Industrial User. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, lack of preventative maintenance, or careless or improper operation.

An upset can be used as an affirmative defense to an action brought for noncompliance with categorical pretreatment standards only if the Industrial User demonstrates, through properly signed contemporaneous logs, or other relevant evidence, that:

- a) An upset occurred and the Industrial User can identify the specific cause(s) of the upset.
- b) The permitted facility was, at the time, being operated in a prudent and workmanlike manner and in compliance with applicable operation and maintenance procedures.
- c) The Industrial User has submitted the following information to the Commission within 24 hours of becoming aware of the upset (if this information is provided orally, a written submission must follow within 5 days): a description of the indirect discharge and cause of noncompliance; the period of noncompliance, including exact dates and times, or if not corrected, the anticipated time the noncompliance is expected to continue; steps being taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- d) The Industrial User complied with any remedial measures required to minimize adverse impact on the wastewater treatment plant and collection system.

8. Maintenance and Operation of Pretreatment Facilities

The Industrial User shall at all times properly operate and maintain all treatment systems, facilities, and controls (and related appurtenances) which are installed or used by the Industrial User to achieve compliance with the conditions of this permit. Proper operation and maintenance includes, but is not limited to: effective performance; adequate funding; adequate operator staffing and training; and adequate laboratory and process controls, including appropriate quality assurance procedures.

As a requirement under state regulations, COMAR 26.06.01, all Significant Industrial User (SIU) pretreatment operators must obtain an Industrial Wastewater Works Certification. For applications, contact the Board of Waterworks and Waste Systems Operators at 410-537-3167.

Any changes or modifications made to the pretreatment system subsequent to issuance of this permit must be reported to the WSSC in writing, and authorized by the WSSC prior to the proposed change. Each report shall be accompanied by a set of plans outlining the system modification(s).

9. Duty to Halt or Reduce Activity

Upon reduction of efficiency of operation, or loss or failure of all or part of the pretreatment system, the permittee shall, to the extent necessary to maintain compliance with its permit, control its production discharges until operation of the treatment facility is restored or an alternative method of treatment is provided (i.e., the primary source of power to the pretreatment system fails or is reduced).

10. Bypass of Treatment Facilities

A bypass shall be defined as the intentional diversion of wastestreams from any portion of an Industrial User's treatment facility.

Bypass is prohibited unless it is unavoidable to prevent loss of life, personal injury, or severe property damage, or no feasible alternative exists, such as the use of auxiliary treatment facilities.

The Industrial User may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operations. If bypass is needed for maintenance, the Industrial User must notify the WSSC within 24 hours of performing the necessary maintenance. The Industrial User must submit data documenting that standards were being met and submit a written report within 30 days of the event.

If an Industrial User knows in advance of the need for a bypass, it shall submit prior notice to the Commission, if possible at least 10 days before the date of the bypass.

An Industrial User shall submit oral notice of an unanticipated bypass that exceeds applicable pretreatment standards to the Commission within 24 hours from the time the Industrial User becomes aware of the bypass. A written submission shall also be provided within 5 days of the time the Industrial User becomes aware of the cause; the duration of the bypass, including exact dates and times, and if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.

11. Permit Conditions

This permit may be modified, suspended, or terminated for good cause including, but not limited to, the following:

- a) Material or substantial alterations or additions to the Industrial User's operation, which were not covered in the effective permit;
- b) A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge;

- c) Information indicating that the permitted discharge poses a threat to the collection treatment system, WSSC personnel, or the receiving waters;
- d) Violation of any terms or conditions of this permit;
- e) To incorporate a slug control plan;
- f) Obtaining this permit by misrepresentation or failure to disclose fully all relevant facts;
- g) Upon request of the Industrial User, provided such request does not create a violation of any existing applicable requirements, standards, laws, or rules and regulations. The filing of a request by the Industrial User for a permit modification, suspension, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition; or
- h) To authorize a waiver to an Industrial User subject to categorical Pretreatment Standards to forego sampling of a pollutant regulated by a categorical Pretreatment Standard if the Industrial User has demonstrated through sampling and other technical factors that the pollutant is neither present nor expected to be present in the discharge, or is present only at background levels from intake water and without any increase in the pollutant due to activities of the Industrial User.

12. Reopener Clause

This permit may be reopened and modified with any applicable more stringent requirements as contained in the National Categorical Pretreatment Standard promulgated per 40 CFR 403 or any applicable more stringent requirement resulting from the re-evaluation of Local Limits as necessary to ensure POTW compliance with sludge management requirements promulgated by the Environmental Protection Agency or the State of Maryland.

13. Significant Noncompliance

If at any time during the previous 12 months an Industrial User is in Significant Noncompliance of applicable pretreatment requirements, the Industrial User's name and nature of the violation will be published in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the Commission. The User will be required to monitor 5 additional days until consistent compliance is demonstrated, and may also be subject to additional enforcement action as specified in Section I.B.2.

An Industrial User is in Significant Noncompliance if its violation meets one or more of the following criteria:

- a) chronic violations of wastewater discharge limits, defined as those in which 66% or more of all of the measurements taken for the same pollutant parameter during a 6-

month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including instantaneous limits, as defined by 40 CFR 403.3(l);

- b) Technical Review Criteria (TRC) violations, defined as those in which 33% or more of all measurements taken during a 6-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oils, and grease, and 1.2 for all **other** pollutants except pH);
- c) any violation of a Pretreatment Standard or Requirement as defined by 40 CFR 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the WSSC determines has caused, alone or in combination with other discharges, interference or pass-through with the POTW (including endangering the health of POTW personnel or the general public);
- d) any discharge of a pollutant that has caused imminent endangerment to human health, welfare, or to the environment or has resulted in the WSSC's exercise of its emergency authority;
- e) failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;
- f) failure to provide, within 30 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, certification statements, plans, representative data and reports on compliance with compliance schedules or other information requested by the WSSC; or failure to notify the WSSC of modifications to processes, wastewater constituents, and pretreatment systems;
- g) failure to accurately report noncompliance (see Section II.B. on Self-Monitoring Reports); or
- h) any other violation or group of violations, which may include a violation of Best Management Practices, which the WSSC determines will adversely affect the operation or implementation of the local pretreatment program.

In the event the Industrial User is in Significant Noncompliance during a 6-month period, the WSSC will notify the User. Once notified, the User will be required to conduct additional monitoring during the next reporting period for the parameter(s) for which they were in Significant Noncompliance. Industrial Users in Significant Noncompliance for a daily maximum discharge limitation shall monitor 5 additional days during the next reporting period. Industrial Users in Significant Noncompliance for a monthly average discharge limitation shall monitor 1 additional day per month for 5 months. Industrial Users in Significant Noncompliance for a 4-day average discharge limitation must accumulate 5 4-day averages (20 days) during the next reporting period. The Industrial User may use its Periodic Compliance Report data in accumulating the 5 4-day averages.

Additional monitoring shall continue until the Industrial User demonstrates consistent compliance with the specified limitation.

Permit monitoring requirements are a minimum. An Industrial User may conduct additional monitoring at any time. All additional monitoring shall be submitted in accordance with the requirements outlined in Section I.B.30, Additional Monitoring by the Industrial User. Enforcement action may be escalated for violations that constitute Significant Noncompliance.

14. Right of Entry

The Industrial User hereby grants the WSSC the right of entry to its premises for the purpose of inspecting any wastewater generating processes, chemical or wastewater storage facilities and pretreatment facilities, and for collecting samples and viewing records. Failure of an Industrial User to allow the WSSC access to its premises may result in immediate termination of service.

15. Slug Control Plans

All Significant Industrial Users will be evaluated, within 1 year of being designated a Significant Industrial User, to determine if a slug control plan is needed. If it is determined that a slug control plan is needed, the plan shall contain, at a minimum, the following elements:

- a) Description of discharge practices, including non-routine batch discharges;
- b) Description of stored chemical;
- c) Procedures for immediately notifying the WSSC of slug discharges, including any discharge that would violate a prohibition under 40 CFR 403.5 (b) or section 804 of the WSSC Plumbing and Fuel Code with procedures for follow-up written notification within five days;
- d) If necessary, procedures to prevent adverse impact from accidental spills, including the following:
 - 1. Inspection and maintenance of storage areas;
 - 2. Handling and transfer of materials;
 - 3. Loading and unloading operations;
 - 4. Control of plant site run-off;
 - 5. Worker training;
 - 6. Building of containment structures or equipment;

7. Measures for containing toxic organic pollutants (including solvents); and/or
8. Measures and equipment for emergency response.
9. The Industrial User shall permanently post a notice in a prominent place advising all employees to notify the WSSC in the event of a dangerous discharge for which a notification is required.
10. Employers shall advise all appropriate employees who may cause or be adversely affected by such a discharge of the emergency notification procedure.
11. **Industrial Users are required to notify the WSSC immediately of any changes at their facility affecting the potential for a slug discharge, thereby allowing the WSSC to reevaluate the need for a slug control plan or other actions to prevent such discharges.**

If determined that requirements to control slug discharges are necessary, they will be referenced in the Significant Industrial Users' permit.

16. Accidental Discharges

The Industrial User shall notify the WSSC immediately in the event of any accident, negligence, or other occurrence which may result in a violation of this permit or could cause a problem to the treatment plant, including any slug discharge. A slug discharge being defined as any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, local limits or permit conditions. Including, but not limited to, flammables, explosives, acids, and oxygen demanding pollutants released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the treatment plant. Notification shall be made immediately by phoning:

	Washington Suburban Sanitary Commission
	Regulatory Services Group
301-206-8553	8:15 a.m. to 5:00 p.m., Monday – Friday

Or call

	Washington Suburban Sanitary Commission
	Maintenance Trouble Desk
301-206-4002	All Other Times

And

202-787-4177 District of Columbia Water and Sewer Authority
202-787-4178 Pretreatment Section-Pretreatment Supervisor
8:00 a.m. to 4:30 p.m., Monday - Friday

202-612-3400 District of Columbia Water and Sewer Authority
Water and Sewer Emergency Call Center
All Other Times

The following information will be requested:

- a) Industry name, address, and precise location of spill;
- b) Date, time, and duration of spill;
- c) Type of waste, concentration, and volume;
- d) Corrective action taken, or to be taken;
- e) Contact person and telephone number; and
- f) Any additional information, as appropriate.

Within five days, the Industrial User shall file a written report stating the above information as well as:

- a) A description of the accidental discharge and its cause;
- b) The duration of the discharge, including exact date(s) and time(s); and
- c) A description of all steps taken, or to be taken, to reduce, eliminate, and prevent a recurrence of future accidental discharges, other conditions, or noncompliance.

Mail or deliver this report to:

Washington Suburban Sanitary Commission
Regulatory Services Group
Industrial Discharge Control Unit
14501 Sweitzer Lane, 11th Floor
Laurel, MD 20707-5902

and

District of Columbia Water and Sewer Authority
Pretreatment Section
5000 Overlook Avenue, SW
Washington, DC 20032

17. Notification of Changed Discharge

Any changes which result in the addition of new production shifts, chemicals, processes, pollutants, or result in a 30% or more increase or decrease in the Industrial User's wastewater flow must be reported to the WSSC in writing, 30 days prior to the proposed change. This notification shall also apply to the shutdown of any processes or facilities covered by this permit.

18. Notification of the Discharge of Hazardous Waste

The Industrial User shall notify the WSSC, the Environmental Protection Agency, Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW of a hazardous substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Exempt from this notification are pollutants already reported on self-monitoring reports and discharges of less than 15 kilograms of non-acute hazardous waste within a calendar month.

19. Records Retention

- a) The Industrial User shall retain and preserve any records, books, documents, memoranda, reports, correspondence, and summaries of these materials relating to testing, internal or external monitoring, investigations, and chemical analyses made by or on behalf of the Industrial User in connection with its discharge (including documentation associated with Best Management Practices) for a minimum of 3 years from the date of drafting or preparation.
- b) All records that pertain to matters that are the subjects of special orders or any other enforcement or litigation activities brought by the Commission shall be retained and preserved until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired. Such materials as mentioned above shall be made available to Commission personnel upon request.

20. Sampling Locations

The WSSC reserves the right to monitor process discharges, or to require the Industrial User to install a manhole or other suitable structure for the purpose of monitoring process and/or facility discharges, if no suitable monitoring points exist.

21. Disposal of Pretreatment Sludges and Spent Chemicals

The disposal of sludge and spent chemicals generated shall be accomplished in accordance with Section 405 of the Clean Water Act and Subtitles C and D of the

Resource Conservation and Recovery Act. Pretreatment sludges may not be disposed of to the sanitary sewer.

22. Dilution

Increasing the usage of potable or process water by the Industrial User in any manner to achieve compliance with limitations is prohibited.

23. Falsifying Information

Any person who knowingly makes any false statements, representation, or certification in any application, records, plan, or other document filed or required to be maintained pursuant to these regulations, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under these regulations, shall be prosecuted by the WSSC according to the provisions of Sections 108 and 810 of the WSSC's Plumbing and Fuel Gas Code.

In addition to prosecution by the WSSC, the person may also be liable for criminal and/or civil penalties under applicable State and Federal law.

24. Permit Transferability

Discharge Authorization Permits are issued to the Industrial User for specified operations at the time of issuance and shall not be reassigned, transferred, or sold to a new owner, new user, different premises, or a new or changed operation without the prior written approval of the Commission.

Discharge Authorization Permits may be transferred to a new owner or operator only if the permittee gives at least 30 days advance notice to the Commission and the Commission approves the Discharge Authorization Permit transfer. The notice to the Commission must include a written certification by the new owner or operator which:

- a) States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
- b) Identifies the specific date on which the transfer is to occur; and
- c) Acknowledges full responsibility for complying with the existing Discharge Authorization Permit.

Failure to provide advance notice of a transfer renders the Discharge Authorization Permit void as of the date of facility transfer.

25. Severability

The provisions of this Discharge Authorization Permit are severable. If any provision of this Discharge Authorization Permit or the application thereof is held invalid, the

application of such provision to other circumstances, as well as the remainder of the Discharge Authorization Permit, shall not be affected thereby.

26. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any invasion of personal rights, nor any infringement of Federal, State, or local laws.

27. Extension of Compliance Dates

Any requests for an extension of a compliance date must be submitted in writing, at least seven days prior to the compliance date, and shall include the reason for the extension and actions taken, or to be taken, to return to the original schedule.

The WSSC will review the request and make a determination of approval. Federal pretreatment standard compliance dates cannot be extended.

28. Industrial User Reports

Each Industrial User is responsible for performing the sampling associated with this permit. Industrial Users shall submit self-monitoring reports in the format specified by the WSSC.

The WSSC reserves the right to require the submission of plans, reports, questionnaires, notices, or analytical data to evaluate waste discharge characteristics and ensure compliance with this permit.

All reports must be based upon data obtained through appropriate sampling and analysis performed during the period covered by the report, which data are representative of conditions occurring during the reporting period.

29. Analytical Protocol

All analyses performed on samples collected from the regulated monitoring point(s) defined in Section II shall be conducted in accordance with approved EPA methods specified in 40 CFR Part 136, "Guidelines Establishing Test Procedures for the Analysis of Pollutants Under the Clean Water Act."

30. Additional Monitoring by the Industrial User

In the event an Industrial User voluntarily samples at the regulated monitoring point(s) more frequently than required by this permit, the results of such monitoring shall be submitted to the WSSC by the due date of the next Periodic Compliance Report submission. The results of additional monitoring conducted in response to a violation shall be submitted within 30 days. A certification statement attesting to the accuracy and completeness of the data submitted shall accompany all Industrial User self-monitoring.

31. Grab and Composite Samples

Grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24- hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil & grease the samples may be composited in the laboratory. For all other pollutants, composite samples collected during production must be obtained through flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by WSSC. Where time-proportional composite sampling or grab sampling is authorized by WSSC, the samples must be representative of the discharge.

Samples for these pollutants (except pH) shall consist of one grab for the day's production with the exception of grab samples collected for Baseline Monitoring Reports and Ninety-day Reports on Compliance. If self-monitoring is required for any of these pollutants, collect the required sample volume in its appropriate container as specified in 40 CFR Part 136.

32. Total Toxic Organic (TTO) Exemption

In order to obtain exemption from TTO monitoring, a TTO Self-Monitoring Exemption Application must be completed. Effluent results conducted by the Industrial User and/or the WSSC must be less than 1.07 mg/l and a Toxic Organic Management Plan (TOMP) must be submitted. Once the TOMP is reviewed and approved, the Industrial User may maintain exemption by submitting a certification statement with each compliance report.

33. Signatory Requirements

All reports shall be signed as follows:

- a) By a responsible corporate officer if the Industrial User submitting the reports is a corporation. For the purpose of this paragraph, a responsible corporate officer means:
 - (1) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation; or
 - (2) the manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and

accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

- b) By a general partner or proprietor if the Industrial User submitting the reports is a partnership or sole proprietorship, respectively.
- c) The principal executive officer or director having responsibility for the overall operation of the discharging facility if the Industrial User submitting the reports is a Federal, State, or local governmental entity, or their agent.
- d) By a duly authorized representative of the individual designated in paragraph a., b., or c. of this Section if:
 - (1) the authorization is made in writing by the individual described in paragraph a., b., or c.;
 - (2) the authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, operator of a well or a well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and
 - (3) the written authorization is submitted to the WSSC.
- e) If an authorization under paragraph d. of this Section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for the environmental matters for the company, a new authorization satisfying the requirements of paragraph d. of this Section must be submitted to the WSSC prior to, or together with, any reports to be signed by an authorized representative.

34. Prohibited Discharges [Chapter 8, Section 804, WSSC's Plumbing and Fuel Gas Code]

No Industrial User shall discharge, or cause to be discharged, directly or indirectly, into the Commission's sanitary sewer:

- a) **Temperature.** Any liquids or vapors having a temperature greater than 140° Fahrenheit (60° C). In no case shall discharged waste raise the temperature at the treatment works influent above 104° Fahrenheit (40° C);
- b) **Fire or Explosion Hazard.** Any liquids, solids, or gases that by reason of their nature or quantity are, or may be, either alone or by interaction with other substances, sufficient to cause fire or explosion hazard in the POTW or its processes including, but not limited to, wastestreams with a closed cup flashpoint of less than 140° Fahrenheit or 60° Centigrade using the test methods specified in 40 CFR 261.21. At

no time shall an Industrial User discharge any substance which results in a reading of greater than 5% of the Lower Explosive Limit (LEL) for that substance, whether at the point of discharge or at any point in the system. Prohibited materials include but shall not be limited to; gasoline, kerosene, naptha, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides, and any other substances determined to be a fire and/or explosion hazard.

- c) **Public Nuisance or Hazard.** Any malodorous or toxic gases, vapors, fumes, or other substances that, either singly or by interaction with other wastes, are capable of creating a public nuisance, a hazard to human health or the environment, or the prevention of entry by Commission personnel into sewers for maintenance and repair;
- d) **Interference and Pass-Through.** Any liquids, solids, or gases not amenable to treatment or reduction by the sewage treatment processes employed, or amenable to treatment only to such a degree that the wastewater treatment plant violates its NPDES permit; or any substance which may interfere with or pass-through the POTW into the receiving waters untreated or without adequate treatment.
- e) **Excess Coloration.** Any liquids, solids, or gases that, singly or by interaction with other material, cause excessive coloration which may pass-through the POTW to the receiving water or any substance with excessive color such that the color is not removed in the wastewater treatment plant, including but limited to, dye wastes.
- f) **Obstruction to Flow.** Any lint, ashes, cinders, sand, mud, straw, shavings, metals, glass, bones, wood, plastics, stone dusts, rags, paunch manure, butcher's offal, or any solids, liquids, or other substances capable of causing obstruction to the flow in sewers or other interference with the proper operation of the wastewater system;
- g) **Concentrated Releases.** Any slug load, release rate of pollutants, concentration of pollutants, including oxygen demanding pollutants either singly or by interaction with other pollutants or wastestreams, which may cause interference with any wastewater treatment process, constitute a hazard to humans or animals, contaminate sludge, may pass-through the POTW to receiving waters, or could result in a violation of the POTW's NPDES permit;
- h) **Excess Daily Flow.** An average daily flow greater than two percent of the average daily sewage flow at the wastewater treatment plant receiving the industrial waste unless otherwise permitted in writing;
- i) **Discharge Limitations.** Any water or wastewater containing substances in excess of the limitations contained in Table 804.1.9. These limits shall be subject to revision and may be modified to represent concentration or mass-based standards;
- j) **Radioactive Wastes.** Any radioactive wastes or isotopes of such half-life or concentration as to exceed limits established by applicable local, State, or Federal

regulations. Reports of discharges to the Commission's system shall reflect actual discharge concentrations rather than any time or dilution adjustments;

- k) **Pathogenic Wastes.** Any substance containing viable pathogenic or parasitic organisms that could pose a health hazard or interfere with the proper operation of the wastewater collection or treatment systems;
- l) **Storm or Ground Water.** Any storm water, surface water, ground water, roof runoff, subsurface drainage.
- m) **Viscous Substances.** Any substances that may solidify or become highly viscous at temperatures between 40° Fahrenheit (4° C) and 140° Fahrenheit (60° C), or that may cause obstruction and/or interference with the conveyance system or the POTW processes;
- n) **Dilution Prohibition.** Any water added for the purpose of diluting wastes that would otherwise exceed applicable concentration limitations for any wastewater constituent;
- o) **Hauled Pollutants.** Any trucked or hauled pollutants, except at discharge points designated by the Commission in accordance with the provisions cited in Section 814 of the Plumbing and Fuel Gas Code;
- p) **Oils.** Any wastes containing petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass-through;
- q) **Glycol.** Any glycol compound or derivative added to or contained in internal combustion engine cooling systems or liquid conveyance systems for the purposes of altering liquid freezing and/or boiling points;
- r) **Pretreatment Residues.** Sludges, screenings or other residues from pretreatment or industrial processes;
- s) **Corrosive Substances.** Substances causing corrosive damage, harm or endangerment to the collection system, pumps, personnel;
- t) **Mercury.** Except as otherwise provided in this section, any substance containing mercury in amounts greater than 1 ug/l. Dental practices may follow Commission approved Best Management Practices (BMPs) for dental waste dischargers, in lieu of the numerical discharge limitation for substances containing mercury.
- u) **Perchloroethylene.** Any discharge of perchloroethylene or perchloroethylene-containing products from a water separator (used for the purpose of recovering perchloroethylene or petroleum solvents) or from any dry cleaning process.

II. SPECIAL CONDITIONS

A. Effluent Limitations/Minimum Monitoring Requirements

During the period of **January 4, 2011, to May 29, 2012**, the permittee is authorized to discharge Oaks Sanitary Landfill leachate and Gude Drive Landfill leachate through the Oaks Sanitary Landfill pretreatment system into the Washington Suburban Sanitary Commission's sewer system. These discharges are authorized from Outfall FAC. The permittee shall perform monitoring at Monitoring Point FAC (A), established as the spigot attached to a coupling labeled "WSSC IWMF" which is connected to the fill/discharge pipe of the leachate truck. Treated leachate is discharged at the Montgomery County Transfer Station in a manhole to the right of the access road. Such discharges shall be monitored by the Industrial User and limited as specified below. **The WSSC will conduct monitoring for arsenic, molybdenum and polychlorinated biphenyls. Based upon previous monitoring and inspections, these parameters are not expected to be present in the industry's wastestream. If in the future, parameters are found to be present in excess of the limits they may be included in monitoring requirements.**

<u>Parameter</u>	<u>Daily Maximum</u> (mg/l)	<u>Limit Origin</u>	<u>Sampling Frequency</u> ⁽¹⁾	<u>Sample Type</u>
Flow (gpd)	80,000 ⁽²⁾	N/A	Continuous	Estimated ⁽³⁾
pH (units) ⁽⁴⁾	6.0 – 10.0	WSSC	2 days per quarter	Grab
BOD ₅	300	WSSC	1 day per month	Composite ⁽⁵⁾
COD	500	WSSC	1 day per month	Composite ⁽⁵⁾
Total Suspended Solids (TSS)	400	WSSC	1 day per month	Composite ⁽⁵⁾
Cadmium (T)	0.07	DCWASA	2 days per quarter	Composite ⁽⁵⁾
Chromium (T)	7.0	WSSC	2 days per quarter	Composite ⁽⁵⁾
Copper (T)	2.0	WSSC	2 days per quarter	Composite ⁽⁵⁾
Lead (T)	0.4	WSSC	2 days per quarter	Composite ⁽⁵⁾

<u>Parameter</u>	<u>Daily Maximum</u> (mg/l)	<u>Limit Origin</u>	<u>Sampling Frequency</u> ⁽¹⁾	<u>Sample Type</u>
Nickel (T)	2.2	DCWASA	2 days per quarter	Composite ⁽⁵⁾
Silver (T)	1.2	WSSC	2 days per quarter	Composite ⁽⁵⁾
Zinc (T)	3.4	DCWASA	2 days per quarter	Composite ⁽⁵⁾
Mercury (T)	<0.001	DCWASA	2 days per quarter	Composite ⁽⁵⁾
Cyanide (T)	0.56	DCWASA	2 days per quarter	Grab
TTO – VOA/BNAP ⁽⁶⁾	2.13	WSSC	2 days per quarter	Grab/Composite ⁽⁵⁾
Arsenic (T)	0.23	DCWASA	1 day per year	Composite
Molybdenum (T)	0.89	DCWASA	1 day per year	Composite
Polychlorinated Biphenyls (T) ⁽⁷⁾	Non-detect	DCWASA	1 day per year	Composite

⁽¹⁾ Samples collected and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge over the course of production for each calendar day. All parameters shall be monitored on each monitoring day.

⁽²⁾ The County may discharge leachate at a maximum of 80,000 gallons per day. The maximum discharge rate will be 200 gpm. Disposal costs shall be based on the maximum prevailing sewer rate per 1,000 gallons of treated leachate discharged. All discharges of untreated leachate must be pre-approved by this Office. Untreated leachate disposal will be billed at the rate of \$200.00/1,000 gallons of untreated leachate discharged.

⁽³⁾ Wastewater discharge flows shall be estimated for each sampling day. Such estimation shall be derived by filling the truck hauling leachate to its maximum capacity.

⁽⁴⁾ At least one pH grab sample shall be taken per sampling day. This sample shall be taken from the same truck as the composite sample. A pH violation shall exist if greater than 12.5% of the grabs taken that day are less than 6.0 or greater than 10.0, or if any of the grabs taken are less than 5.0. All pH meters must be calibrated at the beginning of each monitoring day and a field check conducted at the end of each monitoring day. All calibration and field check records must be submitted with Periodic Compliance Reports.

⁽⁵⁾ A sample consisting of at least seven liters of leachate from a truck per sampling day.

⁽⁶⁾ Oaks Sanitary Landfill has a TTO exemption.

⁽⁷⁾ Total PCBs shall be measured using EPA Method 608 with a detection limit of at least 0.001 mg/L.

B. Reporting Requirements

A Periodic Compliance Report shall be submitted on a quarterly basis by the following dates:

Report due April 7 for: FIRST REPORTING PERIOD
January through March

Report due July 7 for: SECOND REPORTING PERIOD
April through June

Report due October 7 for: THIRD REPORTING PERIOD
July through September

Report due January 7 for: FOURTH REPORTING PERIOD
October through December

It is the responsibility of the Industrial User to schedule sampling in advance of the reporting dates to allow for sample analysis and submittal of the Periodic Compliance Report by the January 7, April 7, July 7, and October 7 dates. Sampling and reporting requirements shall be in effect for the duration of the existence of the regulated process (es).

In the event sampling performed by the Industrial User indicates a violation of a daily maximum, daily minimum for pH, or average limit, the Industrial User shall notify the WSSC of the violation within 24-hours of becoming aware of the violation. Within 5 days of the notification to the WSSC, the Industrial User shall submit a copy of the analytical data associated with the violation, a copy of the chain of custody, and an original certification statement. The Industrial User shall repeat the sampling and analysis of the parameter in violation, and submit the results of the analysis, a copy of the chain of custody, and an original certification statement to the WSSC within 30 days of becoming aware of the violation. The Industrial User may not substitute scheduled self-monitoring in place of resampling for a violation.

If the violation is questionable, report the violation within the required 24-hour period. Reporting of violations may not be delayed during an investigation into the sampling data validity. In the event that the WSSC invalidates an Industrial User's sampling data, the Industrial User shall resample each invalidated parameter for the number of days invalidated.

Reporting of Leachate Discharges

The County shall report monthly, in writing the volume of leachate discharged from Outfall FAC during the previous month, and shall be invoiced by the WSSC based on the maximum prevailing sewer rate. The report shall consist of the date and total volume of leachate discharged daily and monthly. **The report of treated leachate from Outfall FAC shall be submitted within 10 days of the end of the calendar month to:**

Permit Compliance

Ms. Susan J. Barry
Washington Suburban Sanitary Commission
Regulatory Services Group
Industrial Discharge Compliance/Enforcement Unit
14501 Sweitzer Lane
Laurel, MD 20707-5902

Invoicing

Ms. Vidol Ogunlade
Washington Suburban Sanitary Commission
Accounting Group
14501 Sweitzer Lane
Laurel, MD 20707-5902

Quarterly Periodic Compliance Reports and all other reports required by this permit shall be submitted to the Commission at the following address:

Washington Suburban Sanitary Commission
Regulatory Services Group
Industrial Discharge Control Unit
14501 Sweitzer Lane, 11th Floor
Laurel, MD 20707-5902

C. Minimum Laboratory Reporting Requirements for Industrial User Self-Monitoring Reports

Indicate if an outside laboratory conducted monitoring. Include copies of all analytical data. Laboratory data sheets shall include, at a minimum, the following:

- Laboratory sample ID;
- Date(s) and time(s) sample(s) collected;
- Preservation techniques;
- Date sample received at laboratory;
- Date sample extracted (if applicable);
- Date(s) and time(s) sample(s) analyzed;
- Parameter analyzed;
- Methodology;
- Instrumentation;
- Dilution factor (if applicable);
- Detection limits - Numeric values must be submitted for all analyses. If values are below detection limit, indicate the numeric detection limit, (e.g., <0.01 mg/l);
- Concentration/units;
- Signature by qualified professional;
- Completed Chain of Custody form documenting receipt of samples by analytical laboratory; and
- Related comments.

Please provide a copy of these requirements to your analytical laboratory. It is the Industrial User's responsibility to verify that the laboratory provides the requested information.

III. DEFINITION OF TERMS

Best Management Practices (BMPs). Methods, activities, prohibitions of practices, maintenance procedures, and other management practices designed to reduce the quantity of pollutants discharged to a pretreatment system or to the POTW. BMP's also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

Calibration - The adjustment of pH equipment at the onset of monitoring by using buffer solutions to determine deviations.

Composite sample - A combination of individual samples collected at regular intervals over a time period not to exceed 24 hours in any given calendar day. The volume of each individual sample may be either proportional to the flow rate during the sample period (flow composite), or constant and collected at equal time intervals during the composite period (time composite). Composite sampling shall be representative of the process wastestream for that day.

Consistent compliance - Compliance with all applicable pretreatment standards and reporting requirements during a reporting period.

Continuous pH monitoring - A pH reading taken automatically at a frequency of at least once/minute. In the event that an Industrial User monitors its pH continuously, a pH violation shall be construed as any excursion less than 6.0 or greater than 10.0 for more than 15 minutes at any one time, or more than 30 minutes in aggregate, for any calendar day. The pH shall not be less than 5.0 for any period of time.

Daily maximum - The maximum allowable discharge concentration of a pollutant in a wastestream during a calendar day.

Estimated flow - A calculated volume or discharge rate which is based on a technical evaluation of the sources contributing to the discharge including, but not limited to, pump capabilities, water meters, and batch discharge volumes.

Field Check - A check on pH equipment at the end of a monitoring day using buffer solutions. No adjustment is made to equipment.

Four-day average - The arithmetic average of daily values for four consecutive monitoring days.

Grab sample - An individual sample collected over a time period not exceeding 15 minutes, without regard for flow or time. In the event that an Industrial User monitors its pH by collecting grab samples, a violation shall exist if greater than 6.25% of the grabs taken that day are less than 6.0 or greater than 10.0, or if any of the grabs taken are less than 5.0.

Measured flow - Flow obtained from appropriate flow measurement devices and methods consistent with scientific practices to ensure accuracy and reliability. Such devices shall be maintained to ensure that the accuracy of the measurements is consistent with the accepted capability of that type of device. Devices selected shall be capable of measuring flows with a

maximum deviation of less than 10% for true discharge rates throughout the range of expected discharge volumes.

Monthly average - The arithmetic average of the values for effluent samples collected over a calendar month.

POTW - A Publicly Owned Treatment Works, which includes any device and system used in storage, treatment, recycling, and reclamation of municipal sewage or industrial waste of a liquid nature. Also included are sewers, pipes, and other conveyances only if they convey wastewater to a POTW treatment plant. The term also means the municipality as defined in Section 502.(4). of the Clean Water Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.

Pretreatment - The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration may be obtained by physical, chemical, or biological processes, process changes, or by other means, except as prohibited by 40 CFR 403.6(d) of the General Pretreatment Regulations.

Quarter - For reporting purposes, a quarter shall consist of the months of January - March, April - June, July - September, and October - December.

Severe Property Damage - Substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

Total Toxic Organics - The summation of all toxic organic compounds with a concentration of greater than 10 micrograms/liter. This list consists of those compounds appearing in the categorical standard to which the industry is subject. Noncategorical Industrial Users shall be subject to the total toxic organics list appearing in 40 CFR 433.11.

Variances in duplicate sample results (excluding pH*) - The following equation will be used to determine the acceptability of any variances between WSSC and Industrial User monitoring data collected on the same day:

$$\frac{2|A-B|}{(A+B)} \times 100$$

A = WSSC Results

B = Industry Results

If the results of this calculation exceed 20%, the variance between the results is unacceptable and the Industrial User's monitoring data will not be used.

*In the event that the Industrial User and the WSSC monitor for pH on the same day, the WSSC's data will be used to determine compliance.

REQUIRED CONTAINERS, PRESERVATION TECHNIQUES, AND HOLDING TIMES

(40 CFR Part 136.3, Table II) ⁽¹⁾

<u>Parameter</u>	<u>Container</u> ⁽²⁾	<u>Preservation</u> ⁽³⁾	<u>Maximum Holding Time</u>
Ammonia	P, G, FP	Cool, ≤6°C, H ₂ SO ₄ to pH <2	28 Days
Biochemical Oxygen Demand	P, G, FP	Cool, ≤6 °C	48 Hours
Chemical Oxygen Demand	P, G, FP	Cool, ≤6°C, H ₂ SO ₄ to pH <2	28 Days
Cyanide, Total and Amenable to Chlorination	P, G, FP	Cool, ≤6°C, NaOH to pH >12	14 Days
Chromium VI	P, G, FP	Cool, ≤6°C pH 9.3-9.7	28 Days
Kjeldahl and Organic N	P, G, FP	Cool ≤6°C H ₂ SO ₄ to pH <2	28 Days
Mercury	P, G, FP	HNO ₃ to pH <2	28 Days
Metals (Except Chromium VI ⁽⁴⁾ and Mercury)	P, G, FP	HNO ₃ to pH <2	6 Months
Oil and Grease	G	Cool to ≤6°C, HCl or H ₂ SO ₄ to pH <2	28 Days
pH	P, G, FP	None Required	Analyze within 15 minutes
Phosphorus, Total	P, G, FP	Cool, ≤6°C, H ₂ SO ₄ to pH <2	28 Days
Sulfide	P, G, FP	Cool, ≤6°C Add Zinc Acetate and Sodium Hydroxide to pH >9	7 Days
Temperature	P, G, FP	None	Analyze Immediately
Volatile Organics	G, Teflon-lined Septum	Cool, ≤6°C, 0.008% Na ₂ S ₂ O ₃ , HCL to pH2	14 Days ⁽⁵⁾
Semi-volatile Organics	G, Teflon-lined Cap	Cool, ≤6°C, 0.008% Na ₂ S ₂ O ₃	7 Days Until Extraction, 40 Days After Extraction
Radiological Tests	P, G	HNO ₃ to pH <2	6 Months

⁽¹⁾ List may not be inclusive, refer to 40 CFR Part 136.3 for additional parameters.

⁽²⁾ Polyethylene, Fluoropolymer, or Glass.

⁽³⁾ Preservation should be performed immediately upon sample collection.

⁽⁴⁾ Unless otherwise requested, analyze for total chromium.

⁽⁵⁾ Samples receiving no pH adjustment must be analyzed within 7 days of sampling.



Complete the following information; incomplete reports will be addressed with enforcement action. Attach laboratory data with Minimum Laboratory Reporting Requirements (Section II.C. of your WSSC Permit) and applicable certification statements.

Industrial User	Oaks Sanitary Landfill				Outfall	FAC	Permit Number	07741
Reporting Period	Year: _____	Quarter: (Check One)	January Thru March <input type="checkbox"/>	April Thru June <input type="checkbox"/>	July Thru September <input type="checkbox"/>	October Thru December <input type="checkbox"/>		
Monitoring Point Description								
Sampler's Name				Name of Company Performing Sampling				

Are pretreatment standards being met on a consistent basis? Yes ☐ No ☐

If No, is additional operation and maintenance and/or additional pretreatment required for you to meet the pretreatment standards and requirements? Yes ☐ No ☐

Parameter	Effluent Limit (mg/l) Daily ⁽¹⁾	Indicate Sample Date and Results in mg/l for Each Parameter					Grab or Composite	No. of Results Over Limit	Violations (WSSC Use Only)
		/ /	/ /	/ /	/ /	/ /			
BOD ₅	300								
COD	500								
Total Suspended Solids (TSS)	400								
Cadmium (T)	0.07								
Chromium (T)	7.0								
Copper (T)	2.0								
Lead (T)	0.4								
Nickel (T)	2.2								
Silver (T)	1.2								
Zinc (T)	3.4								
Mercury (T)	<0.001								
Cyanide (T)	0.56								
TTO - VOA BNAP	2.13								
pH Minimum ⁽²⁾	6.0								
pH Maximum ⁽²⁾	10.0								
Total Composite Volume									
Flow (gpd) ⁽¹⁾									
Time: Start:									
Stop:									

Numeric values must be submitted for all analyses. If values are below detection limit, indicate the numeric detection limit.

I certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Authorized Representative Printed Name	Authorized Representative Signature	Date
--	-------------------------------------	------

For WSSC Use Only

Report is:	<input type="checkbox"/> On Time	<input type="checkbox"/> _____ Days Late	<input type="checkbox"/> Incomplete	Compliance
Violations reported within 24-hours of discovery?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes
Violations resampled within 30 days?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	<input type="checkbox"/> No
Comments:				
Reviewed by (Print Name):				
Data Entered by (Print Name):				
Date:				

* WSSC 1/4/11

Industrial User	Oaks Sanitary Landfill				Outfall	FAC	Permit Number	07741
Reporting Period	Year: _____	Quarter: (Check One)	January Thru March <input type="checkbox"/>	April Thru June <input type="checkbox"/>	July Thru September <input type="checkbox"/>		October Thru December <input type="checkbox"/>	

Sample Information (Continued)

[illegible]

Numeric values must be submitted for all analyses. If values are below detection limit, indicate the numeric detection limit.

(1) Daily Maximum

(2) Report all pH unit readings to one decimal place.

MAIL COMPLETED REPORT TO: Washington Suburban Sanitary Commission
Regulatory Services Group
Industrial Discharge Control Unit
14501 Sweitzer Lane, 11th Floor
Laurel, MD 20707-5902

PERIODIC COMPLIANCE REPORT

GREASE TRAP AND OIL/WATER SEPARATOR SERVICE LOG

Industrial User: _____

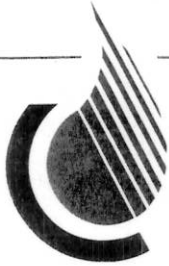
Permit Number: _____

Quarter: _____

Building	Number Of Tanks/Volume	System Type (GT, O/W, GRD, INT)	Location	Cleaning Frequency	Cleaning/Pump Out Dates	Waste Hauler	Waste Disposal Location

LEGEND

- GT – Grease Trap
- O/W – Oil/Water Separator
- GRD – Grease Removal Device (i.e. RENN, GK&L, ETC.)
- INT – Grease Interceptor



Washington Suburban Sanitary Commission

14501 Sweitzer Lane • Laurel, Maryland 20707-5901

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Jerry N. Johnson

July 22, 2010

Mr. Peter Karasik
Section Chief
Department of Public Works
Division of Solid Waste Services
Oaks Sanitary Landfill
16101 Frederick Road
Derwood, MD 20882

Dear Mr. Karasik:

Enclosed please find your modified Discharge Authorization Permit (DAP). These recent modifications, as follows, contain requirements necessary for your industry to comply with Federal, State, and local pretreatment regulations:

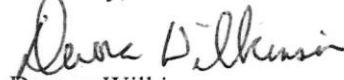
- added to Section, I.B.8, Maintenance and Operation of Pretreatment Facilities a new requirement for Industrial Wastewater Works Certifications for operators of pretreatment systems;
- amended Section, I.B.13. f, Significant Noncompliance from 45 days to 30 days to submit required reports and notifications;
- revised Section, II. A, Special Conditions, Effluent Limitation/Minimum Monitoring Requirements to include a statement clarifying the industry's minimum monitoring requirements;
- added to Section II. B, Reporting Requirements daily minimum for pH;
- added (if applicable) Grease Trap and Oil/ Water Separator Service Log for submission with your Periodic Compliance Report;
- revised Section, II. A. Special Conditions, Effluent Limitation/Minimum Monitoring Requirements to update new local limits applied; and
- revised Periodic Compliance Report form updating new daily effluent local limits.

Mr. Karasik
July 22, 2010

Page 2

Please replace your current permit with the enclosed modified permit. If you have any questions regarding these modifications to your DAP, you may contact me at 301-206-8589.

Sincerely,



Devora Wilkinson
Industrial Investigator
Regulatory Services Group

Enclosure

Certified Mail No. 7007 2560 1127 2619

**ATTACHMENT J
DOCUMENT 4**

**Leachate Pretreatment Facility
WSSC Quarterly Periodic Compliance Report**



Washington Suburban

Sanitary Commission INDUSTRIAL DISCHARGE CONTROL PROGRAM

PERIODIC COMPLIANCE REPORT

Complete the following information; incomplete reports will be addressed with enforcement action. Attach laboratory data with Minimum Laboratory Reporting Requirements (Section II.C. of your WSSC Permit) and applicable certification statements.

Industrial User	Oaks Sanitary Landfill				Outfall	FAC	Permit Number	07741
Reporting Period	Year: 2011	Quarter: (Check One)	January Thru March <input type="checkbox"/>	April Thru June <input type="checkbox"/>	July Thru September <input checked="" type="checkbox"/>	October Thru December <input type="checkbox"/>		
Monitoring Point Description	Oaks Landfill, Taken from leachate tanker truck with WSSC approved spigot							
Sampler's Name			Name of Company Performing Sampling					

Are pretreatment standards being met on a consistent basis? Yes ☒ No ☐

If No, is additional operation and maintenance and/or additional pretreatment required for you to meet the pretreatment standards and requirements? Yes ☐ No ☐

Parameter	Effluent Limit (mg/l) ⁽¹⁾	Indicate Sample Date and Results in mg/l for Each Parameter					Grab or Composite	No. of Results Over Limit	Violations (WSSC Use Only)
		7/6/11 ✓	8/3/11	9/8/11 ✓	/ /	/ /			
BOD ₅	300 ✓	6.1 ✓		2.8 ✓					
COD	500 ✓	64 ✓		57 ✓					
Total Suspended Solids (TSS)	400 ✓	10 ✓		4 ✓					
Cadmium (T)	0.07 ✓	<0.0020 ✓		<0.0020 ✓					
Chromium (T)	7.0 ✓	<0.0050 ✓		<0.0050 ✓					
Copper (T)	2.0 ✓	<0.025 ✓		<0.025 ✓					
Lead (T)	0.4 ✓	<0.0030 ✓		<0.0030 ✓					
Nickel (T)	2.2 ✓	<0.040 ✓		<0.040 ✓					
Silver (T)	1.2 ✓	<0.010 ✓		<0.010 ✓					
Zinc (T)	3.4 ✓	<0.050 ✓		<0.050 ✓					
Mercury (T)	<0.001 ✓	<0.00020 ✓		<0.00020 ✓					
Cyanide (T)	0.56 ✓	<0.010 ✓		<0.010 ✓					
TTO - VOA BNAF	2.13 ✓	N/A	N/A	N/A					
pH Minimum ⁽²⁾	6.0 ✓								
pH Maximum ⁽²⁾	10.0 ✓	8.0 ✓		8.0 ✓					
Total Composite Volume		8 L	8 L	8 L					
Flow (gpd) ⁽¹⁾		6,000		6,000					
Time: Start:		8:10 AM		9:05 AM					
Stop:		8:10 AM		9:05 AM					

Numeric values must be submitted for all analyses. If values are below detection limit, indicate the numeric detection limit.

I certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Stephen T. Leznicki	Steph T. Leznicki	10/6/11
Authorized Representative Printed Name	Authorized Representative Signature	Date

For WSSC Use Only			
Report is:	<input type="checkbox"/> On Time	<input type="checkbox"/> Days Late	<input type="checkbox"/> Incomplete
Violations reported within 24-hours of discovery?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Violations resampled within 30 days?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Comments:			
Reviewed by (Print Name):	Date:		
Data Entered by (Print Name):	Attachment J, Document 4, Page 2		
	Date:		

**ATTACHMENT J
DOCUMENT 5**

**Oil/Grit Management Facility
Standard Operating Procedures for Stormwater Vendors**

**OAKS LANDFILL
OIL/GRIT MANAGEMENT FACILITY**

**STANDARD OPERATING PROCEDURES
FOR STORMWATER (OIL/GRIT MATERIAL) VENDORS**

- 1) Vendor to Contact the Oaks Landfill Oil/Grit Management Facility (Facility) and request permission to deliver a load of oil/grit material 48-hours in advance of delivery.
 - a. Contact Phone No. 301-977-6798.
 - b. Facility Operator to provide direction on delivery.
- 2) Vendor to Notify Facility again 1-hour prior to reaching the Transfer Station Scale House.
 - a. Facility Operator to fax authorization form to Transfer Station Scale house;
Fax No. 301-840-2542.
 - b. Vendor weighs in at Transfer Station and obtains duplicate trip tickets with all applicable truck information (time, weight, truck #, etc.).
- 3) Vendor leaves the Transfer Station and travels to the Facility.
 - a. Vendor has 1-hour to reach the Facility or will be directed by Facility Operator to return to Transfer Station to get re-weighed.
 - b. Vendor enters Oaks Landfill at Route 108 entrance and obeys speed limits (10-15 mph) to the Facility.
- 4) Vendor reaches Facility.
 - a. Vendor provides copy of trip tickets to Facility Operator. Vendor to retain a copy.
 - b. Facility Operator to observe delivery dumping.
 - c. Vendor to ensure no hazardous, medical, sewer or radioactive waste is permitted at the Facility.
 - d. Vendor to ensure all delivery loads originate in Montgomery County.
- 5) Records Management.
 - a. Vendor to keep a copy of DEP policies and Division of Solid Waste Services (DSWS) Operating Procedures in vendor vehicle at all times.

County DSWS Contact

Stephen T. Lezinski, Engineer III
Tel: 240-777-6590
Fax: 301-840-2385
Email:
Steve.Lezinski@montgomerycountymd.gov

Oaks Landfill Oil/Grit Management Facility Contact

_____ Lead Facility Operator
Tel: 301-977-6798
Fax: 301-977-2492
Email:

DSWS/S.T.L.

4/2009

**ATTACHMENT J
DOCUMENT 6**

**Leachate Pretreatment Facility
Monthly Report**

Monthly Report

**Oaks Landfill
Leachate Pretreatment Facility
Laytonsville, Maryland**

**Montgomery County
Montgomery County Maryland**

August, 2011

September 1 , 2011

Steve Lezinski. Engineer III
Montgomery County Waste Transfer Station
16101 Fredrick Road
Derwood, MD 20855

Dear Mr. Lezinski:

Please note that for the month of August 2011, the Oaks Facility did not discharge ^{any} and leachate from the site. There were no hauls due to the low inventory in the treated (ASH) lagoon. No sampling event was performed therefore.

If you have any questions following your review of this report please contact me at (301) 977-6798.

Oaks Sanitary Landfill Leachate Pretreatment Facility

Monthly Report of Operations

August, 2011

During the month of August, the plant processed 299 gallons of leachate. The average daily flow was 10 gallons.

8/1

- Mixed grit with mulch and loaded both containers.
- AWS hauled 2 loads of grit to the transfer station.
- Performed monthly rotation from Influent pump P1A to P1B and effluent pump P16A to P16B.
- Charged the emergency radios.

8/2

- StormWater Mgt. delivered 3 loads of oil/grit.
- Performed monthly inspection of plant fire extinguishers, the emergency eyewash center and the emergency shower.
- Performed monthly emptying and cleaning of the oil/water separator.

8/3

- StormWater Mgt. delivered a load of oil/grit.
- Performed D.O. tests in all biological reactor cells and documented the results.

8/4

- Mixed grit with mulch and loaded both containers.
- Received 2 new Harrington Robb Lightnin Mixers with motor, gear box, shaft and blade assemblies.

8/5

- Busy Service delivered a load of oil/grit.
- Aerated the sludge holding tank.
- Performed D.O. tests in all biological reactor cells and documented the results.
- Performed weekly preventive maintenance on the solids purge blower.
- Observed the emergency power generator operating in timed start, fully automated mode. Observed start up, cool down and shut off.
- Updated the PM program in the computer.
- AWS hauled 2 loads of grit to the transfer station.

8/6

- Plant in stand-by mode.

8/7

- Plant in stand-by mode.

8/8

- Busy Service delivered a load of oil/grit.
- StormWater Mgt. delivered 3 loads of oil/grit.
- Conducted pH and COD tests on Ash lagoon grab sample and documented.
- Pressure washed the bobcat.
- Performed weekly preventive maintenance on the solids purge blower.
- Updated the PM program in the computer.

8/9

- Performed D.O. tests in all biological reactor cells and documented the results.
- Performed weekly preventive maintenance on the bobcat.
- Mixed grit with mulch and loaded both containers.
- Updated the PM program in the computer.
- Busy Service delivered 2 loads of oil/grit.

8/10

- Busy Service delivered 2 loads of oil/grit.
- StormWater Mgt. delivered 3 loads of oil/grit.
- State Highway delivered a load of oil/grit.
- Performed D.O. tests in all biological reactor cells and documented the results.
- AWS hauled 2 loads of grit to the transfer station.

8/11

- Busy Service delivered 2 loads of oil/grit.
- JPS delivered a load of oil/grit.
- StormWater Mgt. delivered 2 loads of oil/grit.
- Mixed grit with mulch and loaded both containers.
- Conducted pH and COD tests on Ash lagoon grab sample and documented results.

8/12

- State Highway delivered a load of oil/grit.
- StormWater Mgt. delivered a load of oil/grit.
- Aerated the sludge holding tank.
- Mixed grit with mulch and stockpiled.
- Performed monthly oil change in the solids purge blower.
- Observed the emergency power generator operating in timed start, fully automated mode. Observed start up, cool down and shut off.

- Performed D.O. tests in all biological reactor cells and documented the results.
- Updated the PM program in the computer.

8/13

- Plant in stand-by mode

8/14

- Plant in stand-by mode.

8/15

- Busy Service delivered 2 loads of oil/grit.
- StormWater Mgt. delivered 2 loads of oil/grit.
- AWS hauled 3 loads of grit to the transfer station.
- Cleaned entire facility floor after oil/water pumps failed and flooded facility.
- Updated the PM program in the computer.
- Cleaned/ mopped office floors.
- Performed quarterly oil change in influent pumps P1A and P1B.
- Performed quarterly oil change in P16A and P16B.

8/16

- Busy Service delivered a load of oil/grit.
- StormWater Mgt. delivered a load of oil/grit.
- Mixed grit with mulch and loaded both containers.
- Performed D.O. tests in all biological reactor cells and documented the results.

8/17

- State Highway delivered 3 loads of oil/grit.
- StormWater Mgt. delivered a load of oil/grit.
- AWS hauled 3 loads of grit to the transfer station.

8/18

- State Highway delivered 2 loads of oil/grit.
- StormWater Mgt. delivered a load of oil/grit.
- Conducted pH and COD tests on Ash lagoon grab sample and documented the results.
- Pressure washed the bobcat.

8/19

- StormWater Mgt. delivered a load of oil/grit.
- Aerated the sludge holding tank.
- Performed weekly preventive maintenance on the solids purge blower.
- Performed weekly preventive maintenance on the bobcat.
- Mixed grit with mulch and loaded both containers.

- Observed the emergency power generator operating in timed start, fully automated mode. Observed start up, cool down and shut off.
- Updated the PM program in the computer.
- Performed D.O. tests in all biological reactor cells and documented the results.

8/20

- Plant in stand-by mode

8/21

- Plant in stand-by mode

8/22

- StormWater Mgt. delivered 2 loads of oil/grit.
- Performed weekly preventive maintenance on the solids purge blower.
- Performed repairs on grit screen in tipping pad.
- AWS hauled a load of grit to the transfer station.

8/23

- State Highway delivered a load of oil/grit.
- StormWater Mgt. delivered a load of oil/grit.
- Cleaned the influent trash traps.
- Performed D.O. tests in all biological reactor cells and documented the results.
- Pumped out the leak detection manholes.

8/24

- StormWater Mgt. delivered 3 loads of oil/grit.
- Busy Service delivered a load of oil/grit.
- Pressure washed the bobcat.
- Updated the PM program in the computer.
- Zee Medical restocked the First Aid supplies.

8/25

- StormWater Mgt. delivered 2 loads of oil/grit.
- Busy Service delivered 2 loads of oil/grit.
- State Highway delivered a load of oil/grit.
- Conducted pH and COD tests on Ash lagoon grab sample and documented the results.

8/26

- Busy Service delivered a load of oil/grit.
- StormWater Mgt. delivered 3 loads of oil/grit.
- State Highway delivered a load of oil/grit.
- DOT delivered a load of oil/grit.

- Aerated the sludge holding tank.
- Performed weekly preventive maintenance on the bobcat.
- Mixed grit with mulch and loaded both containers.
- Observed the emergency power generator operating in timed start, fully automated mode. Observed start up, cool down and shut off.
- Performed D.O. tests in all biological reactor cells and documented the results.
- Updated the PM program in the computer.
- AWS hauled 2 loads of grit to the transfer station.

8/27

- Plant in stand-by mode.

8/28

- Plant in stand-by mode.

8/29

- Busy Service delivered a load of oil/grit.
- StormWater Mgt. delivered 2 loads of oil/grit.
- Conducted pH and COD tests on Ash lagoon grab sample and documented the results.
- Loaded 1 container with stockpiled grit.
- AWS hauled 2 loads of grit to the transfer station.

8/30

- Busy Service delivered 2 loads of oil/grit.
- StormWater Mgt. delivered 2 loads of oil/grit.
- Mixed grit with mulch and loaded both containers.
- Pressure washed railings outside facility to prep for paint.
- StormWater Mgt. cleaned the 3rd cell of the grit tipping pad and vacuumed out P17 oil/water well.
- Performed D.O. tests in all biological reactor cells and documented the results.

8/31

- Busy Service delivered 2 loads of oil/grit.
- StormWater Mgt. delivered 3 loads of oil/grit.
- McDevitt & Sons delivered a load of oil/grit.
- Painted all pylons and railings outside facility.
- AWS hauled 2 loads of grit to the transfer station.

Monitoring Report
Monthly Report

2011	Raw Influent Received				Lagoon Levels				Plant Influent			
	Date	Flow Meter	Gallons	Recycle	Total Flow	Inches	MSW #1	Inches	MSW #2	Flow	pH	Temp C
1-Aug	3,620,170		3,290	756	4046	8	569,600	0	0	0	6.18	27.6
2-Aug	3,621,110		940	756	1696	7	531,500	0	0	22	6.09	27.1
3-Aug	3,622,600		1,490	756	2246	7	531,500	0	0	0	6.14	27.0
4-Aug	3,623,190		590	756	1346	7	531,500	0	0	0	6.19	26.6
5-Aug	3,623,920		730	756	1486	7	531,500	0	0	0	6.19	26.3
6-Aug				756	756					4		
7-Aug				756	756					4		
8-Aug	3,626,060		2,140	756	2896	13	733,200	0	0	4	6.19	26.7
9-Aug	3,626,960		900	756	1656	13	733,200	0	0	12	6.21	26.6
10-Aug	3,627,920		960	756	1716	14	762,200	0	0	0	6.20	26.3
11-Aug	3,628,840		920	756	1676	14	762,200	0	0	0	6.22	26.1
12-Aug	3,629,640		800	756	1556	13	733,200	0	0	0	6.24	25.7
13-Aug				756	756					0		
14-Aug				756	756					0		
15-Aug	3,635,450		5,810	756	6566	19	894,800	0	0	0	6.28	24.6
16-Aug	3,636,570		1,120	756	1876	19	894,800	0	0	11	5.98	24.6
17-Aug	3,637,550		980	756	1736	19	894,800	0	0	0	5.83	25.0
18-Aug	3,637,870		320	756	1076	19	894,800	0	0	0	6.12	25.4
19-Aug	3,639,270		1,400	756	2156	19	894,800	0	0	0	6.17	25.5
20-Aug				756	756					4		
21-Aug				756	756					4		
22-Aug	3,641,320		2,050	756	2806	18	869,700	0	0	4	6.17	26.0
23-Aug	3,644,060		2,740	756	3496	17	843,900	0	0	11	6.25	25.2
24-Aug	3,645,460		1,400	756	2156	17	843,900	0	0	31	8.59	24.4
25-Aug	3,646,940		1,480	756	2236	17	843,900	0	0	41	6.07	24.6
26-Aug	3,647,770		830	756	1586	17	843,900	0	0	40	8.61	17.2
27-Aug				756	756					10		
28-Aug				756	756					10		
29-Aug	3,654,080		6,310	756	7066	25	1,034,600	0	0	10	6.23	24.7
30-Aug	3,656,710		2,630	756	3386	25	1,034,600	0	0	10	6.21	24.1
31-Aug	3,657,430		720	756	1476	25	1,034,600	0	0	67	7.49	23.7
Total			40550	23436	63986					299		
Average			1763	756	2064	16	793,161	0	0	10	6.43	25.3

Oaks Sanitary Landfill
Leachate Pretreatment Facilities

Monitoring Report
Sampling Results

Compliance Sampling Results

Truck Hauling

2011	B.O.D. (300mg/l)	C.O.D. (500mg/l)	T.S.S. (400 mg/l)	pH 6 to 10	Gallons Hauled
Date					
1-Aug					
2-Aug					
3-Aug	No	Sampling	Event		No Hauls This Month
4-Aug					
5-Aug					
6-Aug					
7-Aug					
8-Aug					
9-Aug					
10-Aug					
11-Aug					
12-Aug					
13-Aug					
14-Aug					
15-Aug					
16-Aug					
17-Aug					
18-Aug					
19-Aug					
20-Aug					
21-Aug					
22-Aug					
23-Aug					
24-Aug					
25-Aug					
26-Aug					
27-Aug					
28-Aug					
29-Aug					
30-Aug					
31-Aug					
Total					0
Average	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	

Monitoring Report
Bio Reactor

Bio Reactor- Tank 310												Bio Reactor Tank 320			
DATE	pH	Temp C	D.O. # 311	D.O. # 312	D.O. # 313	D.O. # 314	pH	Temp C	D.O. # 321	D.O. # 322	D.O. # 323	D.O. # 324			
1-Aug	8.6	19.6					8.89	29.8							
2-Aug	8.63	19.5	7.87	7.51	7.46	7.83	8.92	29.8	7.95	8.11	8.07	7.99			
3-Aug	8.64	19.5	7.85	7.49	7.47	7.95	8.85	29.6	7.94	8.12	8.09	8.03			
4-Aug	8.63	19.4					8.81	29.6							
5-Aug	8.62	19.1	7.93	7.65	7.63	8.03	8.77	29.3	8.08	8.28	8.25	8.19			
6-Aug															
7-Aug															
8-Aug	8.58	19.2					8.85	29.6							
9-Aug	8.54	19.1	7.92	7.57	7.53	7.88	8.81	29.5	7.98	8.14	8.13	8.07			
10-Aug	8.59	19	7.98	7.6	7.59	7.93	8.87	29.3	8.02	8.19	8.17	8.2			
11-Aug	8.57	18.6					8.92	28.9							
12-Aug	8.54	18.2	7.61	7.72	7.61	8.01	8.93	28.5	8.2	8.21	8.23	8.11			
13-Aug															
14-Aug															
15-Aug	8.55	17.6					8.94	18.5							
16-Aug	8.59	17.5	7.59	7.74	7.66	8.11	8.89	28.2	8.17	8.21	8.24	8.15			
17-Aug	8.55	17.4					8.82	28.1							
18-Aug	8.59	17.6					8.87	28.2							
19-Aug	8.58	17.6	7.82	7.75	7.72	7.94	8.84	28.3	8.01	8.22	8.31	8.2			
20-Aug															
21-Aug															
22-Aug	8.6	18					8.85	28.7							
23-Aug	8.6	17.5	8.18	7.82	7.77	8.16	8.86	28	8.29	8.39	8.37	8.29			
24-Aug	8.59	17.1					8.84	27.5							
25-Aug	8.62	17.2					8.88	27.7							
26-Aug	7.11	24.5					8.86	27.8							
27-Aug															
28-Aug															
29-Aug	8.61	17.1					8.85	27.8							
30-Aug	8.59	16.6	8.25	7.92	7.89	8.28	8.45	27.8	8.42	8.48	8.49	8.46			
31-Aug	8.57	16.4					8.8	27							
Average	8.5	18.4	7.9	7.7	7.6	8.0	8.8	28.2	8.1	8.2	8.2	8.2			

Monitoring Report
Random Testing

Random Testing Performed at the Plant

2011	Raw (ppm) C.O.D.	T-8 (ppm) C.O.D.	Ash Grab (ppm) C.O.D.
Date			
1-Aug			
2-Aug			
3-Aug			
4-Aug			
5-Aug			
6-Aug			
7-Aug			
8-Aug			272
9-Aug			
10-Aug			
11-Aug			185
12-Aug			
13-Aug			
14-Aug			
15-Aug			
16-Aug			
17-Aug			
18-Aug			124
19-Aug			
20-Aug			
21-Aug			
22-Aug			
23-Aug			
24-Aug			
25-Aug			236
26-Aug			
27-Aug			
28-Aug			
29-Aug			180
30-Aug			
31-Aug			
Average	#DIV/0!	#DIV/0!	#DIV/0!

Oaks Sanitary Landfill
Leachate Pretreatment Facilities

Monitoring Report
Metal Results

Compliance Metal Results

2011	Cadmium	Chromium	Copper	Cyanide	Lead	Nickel	Silver	Zinc	Mercury
Date	(0.07 mg/l)	(7.0 mg/l)	(2.0 mg/l)	(0.56 mg/l)	(0.4 mg/l)	(2.2 mg/l)	(1.2 mg/l)	(3.4 mg/l)	(0.001 mg/l)
1-Aug									
2-Aug									
3-Aug			No Sampling	Event This	Month				
4-Aug									
5-Aug									
6-Aug									
7-Aug									
8-Aug									
9-Aug									
10-Aug									
11-Aug									
12-Aug									
13-Aug									
14-Aug									
15-Aug									
16-Aug									
17-Aug									
18-Aug									
19-Aug									
20-Aug									
21-Aug									
22-Aug									
23-Aug									
24-Aug									
25-Aug									
26-Aug									
27-Aug									
28-Aug									
29-Aug									
30-Aug									
31-Aug									
Total									
Average									

Oaks Sanitary Landfill
Leachate Pretreatment Facilities

Monitoring Report
Oil Grit

2011	Oil / Grit	Power
Date		
1-Aug		
2-Aug	StormWater Mgt.X3.	416
3-Aug	StormWater Mgt..	410
4-Aug		440
5-Aug	Busy Service.	390
6-Aug		790
7-Aug		396
8-Aug	Busy Service, StormWater Mgt.X3.	396
9-Aug	Busy Service.X2.	396
10-Aug	Busy Service.X2, StormWater Mgt.X3, State Highway	420
11-Aug	Busy Service.X2, JPSewerooter, StormWater Mgt.X2..	420
12-Aug	State Highway, StormWater Mgt.	400
13-Aug		420
14-Aug		420
15-Aug	Busy Service.X2, StormWater Mgt.X2..	420
16-Aug	Busy Service, StormWater Mgt..	380
17-Aug	State Highway.X3, StormWater Mgt.	420
18-Aug	State Highway.X2, StormWater Mgt.	400
19-Aug	StormWater Mgt.	800
20-Aug		393
21-Aug		393
22-Aug	StormWater Mgt.X2.	393
23-Aug	State Highway, StormWater Mgt.	390
24-Aug	StormWater Mgt.X3, Busy Service.	400
25-Aug	StormWater Mgt.X2, Busy Service.X2, State Highway.	390
26-Aug	Busy Service, StormWater Mgt.X3, DOT, State Highway.	400
27-Aug		386
28-Aug		386
29-Aug	Busy Service, StormWater Mgt.X2.	386
30-Aug	Busy Service.X2, StormWater Mgt.X2.	410
31-Aug	Busy Service.X2, StormWater Mgt.X3, McDevitt & Sons.	410
Total	70	13291
Average		429

Oaks Sanitary Landfill
Leachate Pretreatment Facilities

OIL/GRIT SYSTEM WASTEWATER FLOW

MONTH:

DATE	TIME	METER READING	GALLONS PROCESSED
8/1/11	0800	10.47	3960
8/2/11	0800	10.47	0
8/3/11	0800	11.43	1728
8/4/11	0800	11.90	846
8/5/11	0800	12.85	1710
8/8/11	0800	14.81	3528
8/9/11	0800	16.81	3600
8/10/11	0800	18.52	3078
8/11/11	0800	21.17	4770
8/12/11	0800	23.23	3708
8/15/11	0800	Power Outage	0
8/16/11	0800	2.42	4356
8/17/11	0800	3.81	2502
8/18/11	0800	6.32	4518
8/19/11	0800	8.06	3132
8/22/11	0800	8.36	540
8/23/11	0800	9.47	1998
8/24/11	0800	9.93	828
8/25/11	0800	11.52	2862
8/26/11	0800	14.48	5328
8/29/11	0800	5.93	10674
8/30/11	0800	6.78	1530
8/31/11	0800	8.72	3492

TOTAL GALLONS PROCESSED: 68,668 gals.

*** Estimated Numbers**

OAKS LANDFILL LEACHATE MANAGEMENT AREA RECORDS OF MONITORING, INSPECTION, AND TESTING

Date	Treated Lagoon Depth (in) (Footnote # 1)	Leachate Lagoon # 1 Depth (in) (Footnote # 2)	Raw Lagoon # 1 Depth (in) (Footnote # 2)	Leachate Lagoon # 2 Depth (in) (Footnote # 3)	Treated Lagoon Detection MH (in)	Leachate Lagoon #1 Leak Detection MH (in)	Raw Lagoon #1 Leak Detection MH (in)	Leachate Lagoon #2 Leak Detection MH (in)	Pump Station Daily Flow Total (gal)	Pump # 1 Meter (hrs.)	Pump #2 Meter (hrs.)	Hour	Autodialer Alarm Test	Liquid Level Sensor Test # 1 Test # 2 Test # 3	Comments Footnotes # 4, # 5, and # 6
8/1/2011	20	8	0	0	46	39	55	3,290	2896.3	1427.2					
8/2/2011	19	7	0	0	46	39	55	940	2896.4	1427.4					
8/3/2011	19	7	0	0	46	39	55	1,490	2896.5	1427.5					
8/4/2011	18	7	0	0	46	39	55	590	2896.6	1427.6					
8/5/2011	17	7	0	0	46	39	55	730	2896.7	1427.7					
8/6/2011															
8/7/2011															
8/8/2011	24	13	0	0	46	40	55	2,140	2897	1427.9					4
8/9/2011	24	13	0	0	46	39	55	900	2897.1	1428.1					4
8/10/2011	25	14	0	0	46	39	55	960	2897.2	1428.2					4
8/11/2011	25	14	0	0	46	39	55	920	2897.3	1428.3					
8/12/2011	24	13	0	0	46	39	55	800	2897.4	1428.4					
8/13/2011															
8/14/2011															
8/15/2011	34	19	0	0	46	40	57	5,810	2898	1428.9					4
8/16/2011	34	19	0	0	46	40	57	1,120	2898.2	1429					
8/17/2011	34	19	0	0	46	40	57	980	2898.3	1429.2					
8/18/2011	34	19	0	0	46	40	57	320	2898.2	1429.2					4
8/19/2011	34	19	0	0	46	40	56	1,400	2898.4	1429.4					
8/20/2011															
8/21/2011															
8/22/2011	33	18	0	0	46	40	56	2,050	2898.6	1429.6					
8/23/2011	33	17	0	0	6	6	6	2,740	2898.8	1429.8		8/23/2011	8/23/2011		
8/24/2011	33	17	0	0	45	38	55	1,400	2898.9	1429.9					
8/25/2011	33	17	0	0	46	39	56	1,480	2899.1	1430.1					
8/26/2011	33	17	0	0	46	39	56	830	2899.2	1430.1					
8/27/2011															
8/28/2011															
8/29/2011	43	25	0	0	44	40	55	6,310	2899.8	1430.7					4
8/30/2011	43	25	0	0	44	40	58	2,630	2900	1430.9					4
8/31/2011	43	25	0	0	44	40	58	720	2900.1	1431					

1) Maximum Liquid depth minus freeboard is : 152"
2) Maximum Liquid depth minus freeboard is : 105"
3) Maximum Liquid depth minus freeboard is : 112"
4) Rain
5) Ice/Snow

**ATTACHMENT J
DOCUMENT 7**

**Leachate Pretreatment Facility and Oil/Grit Management Facility
Operations Data 2001-2010**

**Oaks Landfill
Leachate Pretreatment Facility & Oil/Grit Management Facility
Operations Data
2001 - 2010**

Year	Leachate Pretreatment Plant Pretreated Leachate Processed (Gallons)	Leachate Loadout Area Pretreated Leachate Hauled (Gallons)	Oil/Grit Mngt. Facility Oil/Grit Material Deliveries (Vehicles)	Oil/Grit Mngt. Facility Oil/Grit Material Deliveries (Tons)	Oil/Grit Mngt. Facility Oil/Grit Material Hauled (20-Yard Containers)
2001	4,968,570	1,668,000	502	3,691	---
2002	1,933,592	810,000	464	3,353	---
2003	8,071,727	8,118,000	506	3,883	---
2004	3,321,960	3,282,000	605	4,482	---
2005	2,253,123	1,980,000	603	4,302	---
2006	2,408,759	2,034,000	694	5,118	216
2007	2,335,112	1,926,000	725	4,585	224
2008	2,841,917	2,604,000	628	3,591	211
2009	4,370,532	5,274,000	764	5,213	182
2010	3,677,408	3,996,000	791	5,917	248
Totals	36,182,700	31,692,000	6,282	44,133	1,081

Minimum Value	1,933,592	810,000	464	3,353	182
Maximum Value	8,071,727	8,118,000	791	5,917	248
5-Year Average	3,130,000	3,170,000	720	4,900	220
10-Year Average	3,620,000	3,170,000	630	4,400	---